



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, February 16, 2016  
6:30 p.m.  
**AGENDA**

*Members of the City Council*

*Cecilia Aguiar-Curry, Mayor  
Woody Fridae, Mayor Pro-Tempore  
Harold Anderson  
Wade Cowan  
Pierre Neu*

*John W. Donlevy, Jr., City Manager  
Ethan Walsh, City Attorney  
Nanci Mills, City Clerk*

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PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

### CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, February 2, 2016 (pp. 5-7)
- B. Proclamation Honoring Eagle Scout Christopher Kays (pp. 8)
- C. Street Closure Request for Monthly 4<sup>th</sup> Friday Feast and Street Fair (pp. 9-11)
- D. Wastewater Treatment Facility Bar Screen Preliminary Design Project (pp. 12-19)
- E. Resolution 2016-03, a Resolution of the City Council of the City of Winters Calling for and Consolidating a General Municipal Election on June 7, 2016 (pp. 20-23)
- F. Street Closure Request for Yolo Federal Credit Union's Groundbreaking Ceremony to be Held on Tuesday, February 23 (pp. 24-26)

### PRESENTATIONS

Presentation of Proclamation Honoring Eagle Scout Christopher Kays

Todd Cutler, Superintendent of WJUSD Update

Michelle LaPierre Bell, Executive Director, American Red Cross,  
Gold Country Region

### DISCUSSION ITEMS

- 1. Public Hearing and Adoption of Resolution 2016-04, a Resolution of the City Council of the City of Winters Authorizing a Grant in the Amount of \$1,243,497 to the Blue Mountain Terrace Senior Housing Project (pp. 27-30)
- 2. Second Reading and Adoption of Ordinance 2016-02, an Ordinance of the City Council of the City of Winters Amending the Existing Smoking Control Ordinances to Address E-Cigarettes (pp. 31-36)

3. Introduction and Waive the First Reading of Ordinance 2016-04, an Ordinance of the City Council of the City of Winters Amending Chapter 17.04 of the City of Winters Municipal Code Related to Medical Marijuana Cultivation (pp. 37-44)
  4. Chromium 6 Implementation Plan Proposal (pp. 45-83)
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CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY

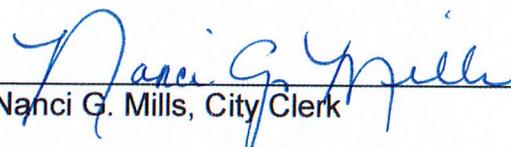
1. Resolution SA-2016-02, a Resolution of the City of Winters as Successor Agency to the Winters Community Development Agency for the Re-Conveyance of Property Erroneously Transferred to the Winters Community Development Agency (pp. 84-260)
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CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the February 16, 2016 regular meeting of the Winters City Council was posted on the City of Winters website at [www.cityofwinters.org](http://www.cityofwinters.org) and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on February 11, 2016, and made available to the public during normal business hours.

  
\_\_\_\_\_  
Nanci G. Mills, City Clerk

*Questions about this agenda – Please call the City Clerk's Office (530) 794-6701. Agendas and staff reports are available on the city web page [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)*

*General Notes: Meeting facilities are accessible to persons with disabilities. To arrange aid or services to modify or accommodate persons with disability to participate in a public meeting, contact the City Clerk.*

*Staff recommendations are guidelines to the City Council. On any item, the Council may take action, which varies from that recommended by staff.*

*The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.*

*How to obtain City Council Agendas:*

*View on the internet: [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)  
Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.*

*Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.*

*City Council agenda packets are available for review or copying at the following locations:*

*Winters Library – 708 Railroad Avenue*

*City Hall – Finance Office - 318 First Street*

*During Council meetings – Right side as you enter the Council Chambers*

City Council meetings are televised live on City of Winters Government Channel 20 (available to those who subscribe to cable television) and replayed following the meeting.

Wednesday at 10:00 a.m.

Videotapes of City Council meetings are available for review at the Winters Branch of the Yolo County Library.



Minutes of the Winters City Council Meeting  
Held on February 2, 2016

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5:30 p.m. - Executive Session

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:  
(One case)

City Attorney Walsh reported that Council has authorized initiation of litigation, if necessary.

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6:00 p.m. - City Council

Mayor Aguiar-Curry called the meeting to order at 6:00p.m.

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu, and Mayor Cecilia Aguiar-Curry  
Absent: None  
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills

Bill Biasi led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Fridae, second by Council Member Neu to approve the agenda. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, January 19, 2016

City Manager Donlevy gave a brief overview of the Consent Calendar. Motion by Council Member Cowan, second by Council Member Neu to approve the single item on the Consent Calendar. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

PRESENTATIONS: None

DISCUSSION ITEMS

1. Acceptance of State SHOPP Funds for Walnut/128 Roundabout Project

City Manager Donlevy asked Council to accept \$160,000 in State SHOPP Funds to be used toward the construction of the round-about project. Once staff has received encroachment rights and a concurrent Right-of-Way Certification from CalTrans, the project can go to bid. Mayor Aguiar-Curry said signage on Grant Avenue is important for this project as well as the Yolo Federal Credit Union project.

Motion by Council Member Cowan, second by Council Member Fridae to accept \$160,000 in State SHOPP Funds to assist in the construction of the Walnut Roundabout Project and execute the Cooperative Agreement. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

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CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY  
DEVELOPMENT AGENCY

1. None
- 

CITY MANAGER REPORT: Look for some progress from the shared services group. There is \$3.1 million dollars in Cap and Trade in the Governor's budget and C & D (Construction and Demolition) waste tipping fees were added. Yolo County is showing its' collaborative nature regarding green waste. UC Davis completed a draft of a climate action plan, which needs to be sent to John Mott Smith for peer review. A budget meeting with staff was held on 1/27. Met with Terry Bassett of Yolo County Transportation District and reserved two 18-passenger para transit buses, which will need to be painted. A Class B license will be required.

INFORMATION ONLY

1. October 2015 Treasurer Report
2. October 2015 Investment Report
3. November 2015 Treasurer Report
4. November 2015 Investment Report
5. December 2015 Treasurer Report
6. December 2015 Investment Report

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 6:42 p.m.

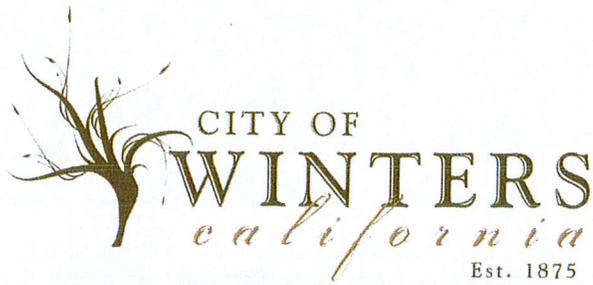
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Cecilia Aguiar-Curry, MAYOR

ATTEST:

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Nanci G. Mills, City Clerk



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
HONORING EAGLE SCOUT CHRISTOPHER KAYS**

**WHEREAS**, Chris Kays of Winters, California, has completed the requirements for, and having been examined by the Eagle Scout Board of Review, has been found worthy of the rank of Eagle Scout, an honor attained by only two percent of all Scouts; and

**WHEREAS**, Chris's Eagle project was the Blue Oak Park Revitalization Project, where he re-painted 30 fire hydrants and curbs in the Blue Oak Park neighborhood; and

**WHEREAS**, Chris joined the Boy Scouts in 2004 at the age of 7 and has received the Ad Altari Dei (Catholic Scouting Award) in 2010, the Boy Scouts Order of the Arrow from 2010-2014, and attended the National Youth Leadership Training Camp in 2012, where he earned a Most Improved award; and

**WHEREAS**, the Scout Law says a Scout is trustworthy, loyal, helpful, friendly, courteous, kind, obedient, thrifty, cheerful, brave, clean, and reverent, and Chris has consistently displayed many of these characteristics at school, work and home. Chris took the Scout Law to heart and began volunteering in the community, first as a Cub Scout collecting food for the annual Holiday Food Drive, and for the last ten years has assisted in placing flags on the head stones of Winters Veterans during the Memorial Day flag ceremonies, and wreaths on the head stones of Winters Veterans during the winter holidays, as well as directing traffic during these patriotic events; and

**WHEREAS**, among Chris's many interests are football, track and weightlifting, where he has earned many awards and accolades, including 2013 & 2014 Iron Warrior (1<sup>st</sup> student to win this award twice for outstanding performance and hard work in the weight room), 2014 Sacramento Valley League Football MVP, 2013 & 2014 All-League Defensive End MVP, 2014 1<sup>st</sup> Team All State and All Section Defensive Line, the WHS Doug Baldrige Scholarship Award for an outstanding athlete who demonstrates leadership and assists others, as well as many other scholastic and athletic awards and scholarships; and

**NOW, THEREFORE, BE IT PROCLAIMED** by the City Council of the City of Winters that Christopher Kays be congratulated for reaching the major advancement milestone of Eagle Scout and that he be thanked for his contributions to our community. Passed and adopted on this 16<sup>th</sup> Day of February, 2016.

\_\_\_\_\_  
Mayor Cecilia Aguiar-Curry

\_\_\_\_\_  
Councilmember Harold Anderson

\_\_\_\_\_  
Councilmember Pierre Neu

\_\_\_\_\_  
Mayor Pro Tem Woody Fridae

\_\_\_\_\_  
Councilmember Wade Cowan

\_\_\_\_\_  
City Manager John W. Donlevy, Jr.

\_\_\_\_\_  
ATTEST: City Clerk Nanci G. Mills



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** February 16, 2016  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Nanci Mills, Director of Administrative Services *Nanci*  
**SUBJECT:** Street Closure Request Submitted by the Winters Chamber of Commerce for the Fourth Friday Feasts Scheduled from March through October, 2016

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**RECOMMENDATION:**

Approve the Request for Street Closure of Main Street between Railroad Avenue and the mid-block crosswalk for the monthly Fourth Friday Feast scheduled for the following Fridays: March 25, April 22, May 27, June 24, July 22, September 23 and October 28 from 4:00 p.m. to 9:00 p.m. subject to maintenance and operational requirements established by City staff and the Chamber of Commerce.

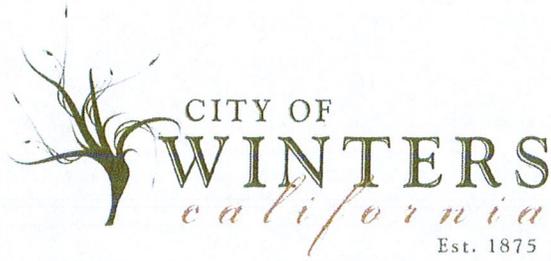
**BACKGROUND:**

Sheri Neal, Executive Director of the Winters Chamber of Commerce has requested the partial closure of Main Street for the dates and times specified above. The Fourth Friday Feast will feature live music with downtown businesses and local food and wine vendors promoting local products.

The Chamber has notified the Main Street business owners located within this area of the requested closure dates. They have provided the names and signatures of those business owners who have acknowledged and agreed to these requests. The Chamber has requested that closure notification be posted on all affected streets a minimum of 24 hours prior to the scheduled closures and barricades be placed at the Main/Railroad intersection and the Main/Mid-Block Crosswalk.

As per the City's Street Closure Ordinance, this request requires Council approval of identified streets on the attached form.

**FISCAL IMPACT:** TBD (signage, barricade placement)



**City of Winters Request for Street Closure**

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplified sound an additional permit is required.

A request to close streets shall be filed with the Police and Public Works Departments at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without Council approval:

1. Main Street
2. Railroad Street
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: <u>Sheeli Neal</u>	Organization: <u>Winters Chamber</u>
Address: <u>18 Main St.</u>	Mailing Address: _____
Telephone: <u>530-795-9829</u>	Today's Date: <u>1-22-16</u>
Streets Requested: <u>Main St. from Mid crossing to Railroad Ave.</u>	
Date of Street Closure: _____	Time of Street Closure: <u>4pm - 9pm</u>
Description of Activity: <u>4th Friday Feast + Street Fair</u>	
Services Requested of City: <u>Barricades + Street closure signs</u>	
APPROVED: _____ <b>Police Department</b> _____ <b>Public Works Department</b>	

*March 25; Apr. 22; May 27; June 24; July 22; Sep. 23; Oct. 28*

**City of Winters Request for Street Closure**

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

*[Handwritten signature]* Rootstock

\* *[Handwritten signature]* Zameanik

*[Handwritten signature]* Tina Mackay

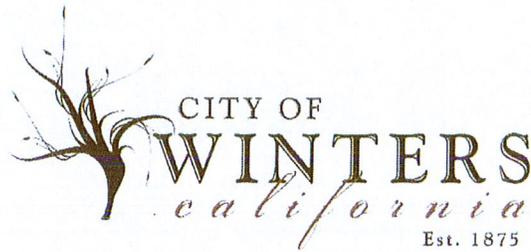
*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

Bella Boutique *[Handwritten signature]*

Bernyana Gap *[Handwritten signature]*



**STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** February 16, 2016 *CS*  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Carol Scianna, Environmental Services Manager  
**SUBJECT:** Wastewater Treatment Facility Bar Screen Preliminary Design Project

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**RECOMMENDATION:** Staff recommends that City Council approve the proposal from Larry Walker Associates to conduct preliminary design of a influent screening system at the Wastewater Treatment Facility(WWTF) in the amount not to exceed \$6720. City engineers will be managing this project and another \$2000 has been added to the project budget sheet to reflect these expenses. Staff would like to amend our current agreement 15-001 to include this scope of work.

**BACKGROUND:** The W. Main sewer pump station is required as part of the Highlands Development. The redesigns for this project are expected to be completed in April 2016. The new design will reflect changes in building codes and other new regulations. This new pump station will be directing influent straight to the WWTF rather than the East Street Headworks, as such there is no rag/debris removal system to keep these materials out of the WWTF. Given this situation Staff has recommended the installation of an influent screening system. The best location to install this system is at the WWTF. Larry Walker has submitted a proposal to assist the City in its planning for the screening system. Tasks include coordinating with Staff and the pump station design engineer to confirm new force main design and existing site conditions. Larry Walker Assoc. will develop a preliminary design layout including drawings and sizing of proposed screening as well as construction cost estimate. This phase of the preliminary design will be funded through current sewer enterprise funds. Ultimate funding for the screen system is yet to be determined.

**FISCAL IMPACT:** NOT TO EXCEED \$9,000,

Attachments:

Larry Walker Associates Amended Agreement 15-001/ Includes Proposed Project Description  
Project Budget Sheet



**CONSULTANT SERVICES AGREEMENT  
AGREEMENT No. 15-001  
AMENDMENT**

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, by and between the City of Winters ("the CITY") and Larry Walker Associates (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated January 6, 2016. Consultant shall provide said services at the time, place, and in the manner specified by the Agreement and Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Cost Estimated included in Exhibit "A", but in no event shall total compensation exceed Six Thousand Seven Hundred & Twenty(\$6720.00), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "B" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

By: \_\_\_\_\_  
John W. Donlevy, Jr., City Manager

CONSULTANT

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, CITY CLERK

# EXHIBIT A



January 6, 2016

Ms. Carol Scianna  
Environmental Services Manager  
City of Winters  
318 First Street  
Winters, CA 95694

## **Scope of Services for Screening Facility Preliminary Design Technical Memorandum**

Dear Ms. Scianna:

Larry Walker Associates (LWA) is pleased to submit this scope of services to the City of Winters (City) to assist the City in conducting preliminary design of its influent screening system at the Wastewater Treatment Facility.

### **Scope of Services**

To assist the City with its planning for an influent screening facility, LWA proposes the following scope of services:

- Task 1. Coordinate with City Staff and Design Engineer
- Task 2. Prepare Preliminary Design Technical Memorandum

Each task is discussed in more detail below.

#### ***Task 1: Coordinate with City Staff and Design Engineer***

LWA will coordinate with City staff and the City's design engineer to confirm force main design and existing site conditions.

#### ***Task 2: Prepare Preliminary Design Technical Memorandum***

LWA will develop a preliminary design layout, including drawings, and sizing for the proposed influent screening facility. LWA will also consider future expansion of the proposed influent screening facility if future force mains are connected to the Wastewater Treatment Facility. LWA will also prepare a preliminary construction cost estimate for the proposed influent screening facility. LWA will summarize the preliminary design layout, sizing of the proposed influent screening facility, and construction cost estimate in a draft Preliminary Design Technical Memorandum that will be submitted to the City for review. LWA will meet with City staff to receive and discuss comments on the draft Preliminary Design Technical Memorandum. LWA will incorporate comments

received from City staff and prepare a final Preliminary Design Technical Memorandum that will be submitted to the City.

**Project Schedule and Cost Estimate**

The proposed schedule and cost estimate are presented in the table below. The schedule is contingent on receiving timely data, comments, and feedback from the City.

<b>Task No.</b>	<b>Task</b>	<b>Cost Estimate</b>	<b>Anticipated Schedule for Completion</b>
1	Coordinate with City Staff and Design Engineer	\$1,330	1 week
2	Prepare Preliminary Design Technical Memorandum		
	- Draft Preliminary Design Technical Memorandum	\$3,430	4 weeks
	- Meet with City Staff	\$1,130	5 weeks
	- Final Preliminary Design Technical Memorandum	\$830	6 weeks
Total		\$6,720	

To maintain an open line of communication between the City and LWA, LWA staff will communicate regularly with City staff to update them on the progress of the project. The City are encouraged to contact LWA at any time during the project with ideas, questions, or concerns.

We look forward to the opportunity to continue working with the City and respond to your needs in an efficient and effective manner. Please feel free to contact me should you have any questions or concerns regarding this scope of services and/or cost estimate.

Sincerely,

*Gorman Lau*

Gorman Lau, P.E.  
Senior Engineer

cc: Alan Mitchell, Ponticello Enterprises Consulting Engineers, Inc.

## EXHIBIT "B"

### GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S CLERK upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the City Clerk prior to the effective date of such cancellation, or change in coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall

have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire

qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

## WWTF Influent Screening Improvements Project Budget Sheet (Pre-Design Only)

**CIP#: 16-03**  
**Last Updated:**  
**Project Owner:** Public Works  
**Project Manager:** Alan Mitchell

**MTIP #**  
**Original Approval:** Jan. 2016  
**Project Resource:** Consultant

**Description:**  
 ???

**Authority:**  
 ???

<b>Budget:</b>						
Item	%	Amount	Item	%	Amount	
Project Management		\$2,000	Design			
Testing and Inspection			Permits			
Pre-Design		\$7,000	Construction			
Right of Way/Utility Relocation			Contingency			
CEQA/NEPA						
<b>Project Total:</b>					<b>\$9,000</b>	

<b>Financing Schedule:</b>							
		Project Start: 2016		Project Completion: 2017			
Phases: Pre-Design, Design, Construction							
Fund Code:	621						
Name:	WWTF Influent Screen	Blank	Blank	Blank	Blank	Blank	FY Totals
Previous							
FY 15/16:	\$ 9,000						\$ -
FY 16/17:							\$ 9,000
Fund Totals:	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000

**Recommended for Submittal**  
**Recommended for Approval**  
**Finance Department Approval**  
**City Manager Approval**

\_\_\_\_\_  
 Carol Scianna, Public Works (date)  
 \_\_\_\_\_  
 Alan Mitchell, City Engineer (date)  
 \_\_\_\_\_  
 Shelly Gunby, Director of Finance (date)  
 \_\_\_\_\_  
 John Donlevy, City Manager (date)



**TO:** Honorable Mayor and Council Members  
**DATE:** February 16, 2016  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*  
**SUBJECT:** Resolution 2016-03 Calling for and Consolidating General Municipal Election on June 7, 2016

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**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2016-03 calling a General Municipal Election for June 7, 2016 to fill two seats on the City Council and requesting the Yolo County Board of Supervisors to consolidate the Elections with the Statewide Primary and any other elections, and directing the County Election's Official to provide services in relation to the Election.

**BACKGROUND:**

Council elections are held every even numbered year and are consolidated by Yolo County with other elections held on the same date. As part of the initial process, Council considers and adopts a Resolution to call for such an election and asks the County Board of Supervisors to direct the Elections Office to so consolidate and conduct our election.

Council is asked to adopt Resolution 2016-03 calling for a general election for June 7, 2016 to fill two seats on the City Council and requesting the Yolo County Board of Supervisors to consolidate the Elections with the Stateside Primary and other elections, and directing the County Election's Official to provide services in relation to the Elections.

Elections are consolidated by the County, which substantially lessens the cost to the individual cities and the County to conduct elections. The first step in the process is to adopt a Resolution to call for the elections and request the services of the County in conducting the consolidated election. In keeping with the required deadlines as per election law and the needs of the County Election's Office, the Board of Supervisors will be asked to take action at its next meeting to so call for the election.

Also of note is that the filing period for Council seats begins on February 15 2016 and continues to March 11, 2016 and can be extended for new candidates to March 16 should incumbent Council Members choose not to file for re-election.

The Resolution is published in the newspaper as well as the normal Agenda noticing requirements. A Notice of Election will also be posted in the newspaper to provide notice to any citizens wishing to run for Council.

**FISCAL IMPACT:**

The cost for consolidation of these elections is dependent upon how many other jurisdictions and items are included in the election. The candidates also have a cost for filing and printing which is paid to the County of Yolo. The City has no charges to candidates.

RESOLUTION NO. 2016-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, CALLING A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF TWO COUNCIL MEMBERS, SAID ELECTIONS TO BE HELD IN THE CITY OF WINTERS ON JUNE 7, 2016 AND DIRECTING THE CONSOLIDATION OF THE ELECTIONS WITH THE STATEWIDE PRIMARY ELECTION AND ALL OTHER ELECTIONS

WHEREAS, the City Council of the City of Winters, established that the City's regular municipal election would be consolidated with the Statewide primary election; and

WHEREAS, the City may request the Yolo County Board of Supervisors to direct the County Elections Official to render services to the City relating to the conduct of an election.

THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Calling of the General Municipal Election. Pursuant to the requirements of the laws of the State of California relating to municipal elections, there shall be, and there is hereby called and ordered held in the City of Winters, County of Yolo, State of California, on June 7, 2016, a general municipal election of the qualified electors of the City of Winters, for the purpose of electing two (2) members of the City Council for a full term of four (4) years each. The general municipal election shall be held and conducted as provided for by law for the holding of municipal elections in the City.

SECTION 2. Consolidation of the Election. The City Council hereby requests the Yolo Board of Supervisors to consolidate the general municipal election with the Statewide election and all other elections to be held within the City on June 7, 2016.

SECTION 3. Election Related Services. Pursuant to Elections Code Section 10002, the City requests and authorizes the Yolo County elections official to provide the services necessary to implement the election and to consolidate the election on June 7, 2016 Election Ballot for County of Yolo. Such services include the publication of notices calling the election, provision of voter lists, obtaining and staffing polling places, hiring and training of precinct workers, provision and delivery of precinct supplies, provision of microfiche of voters and poll locations, if desired, counting of ballots and certification of the election, and all other aspects of elections not specified herein that may be agreed upon between the County Clerk and the City Clerk.

SECTION 4. City's Reimbursement of Costs. The City of Winters shall reimburse the County of Yolo for all costs and expenses incurred by the County in conducting said election upon presentation of a bill to the City.

SECTION 5. Forwarding of Resolution to the County. The City Clerk is authorized and directed to file a copy of this Resolution with the Board of Supervisors and the County Clerk upon its adoption by the City Council.

SECTION 6. Implementation Actions. The City Clerk is authorized and directed to take such further actions and execute such documents as are necessary to cause the election to be conducted on behalf of the City of Winters.

PASSED AND ADOPTED this 16<sup>th</sup> day of February, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Cecilia Aguiar-Curry, Mayor

ATTEST:

\_\_\_\_\_  
Nanci G. Mills, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ethan Walsh, City Attorney



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE** February 16, 2016  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Nanci Mills, Director of Administrative Services *Nanci*  
**SUBJECT:** Street Closure Request Submitted by Yolo Federal Credit Union for the Groundbreaking Ceremony to be Held on Tuesday, February 23

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**RECOMMENDATION:**

Approve the Request for Street Closure of East Street north of Baker Street, which is a dead end street and used as one of two entrances into the City Corp Yard.

**BACKGROUND:**

Yolo Federal Credit Union has requested the street closure for the ground breaking ceremony to be held on Tuesday, February 23 at 10:00 a.m. There are no residences that will be directly affected by the street closure. Barricades have been requested to be placed at the East/Baker intersection.

**FISCAL IMPACT:** TBD (signage, barricade placement)



**City of Winters Request for Street Closure**

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplified sound an additional permit is required.

A request to close streets shall be filed with the Police and Public Works Departments at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without Council approval:

1. Main Street
2. Railroad Street
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: <u>IBG</u>	Organization: <u>YOLO CREDIT UNION</u>
Address: <u>168 E. GRANT AVE</u>	Mailing Address: <u>1264 HAWKS FLIGHT COURT EL DORADO HILLS, CA. 95762</u>
Telephone: <u>707-580-6551</u>	Today's Date: <u>2-8-2016</u>
Streets Requested: <u>EAST STREET (IN FRONT OF CORP. YARD)</u>	
Date of Street Closure: <u>2-23-2016</u>	Time of Street Closure: <u>8:00 AM - 4:00 PM</u>
Description of Activity: <u>GROUND BREAKING CEREMONY</u>	
Services Requested of City: <u>CONES / BARCADE ON STREET</u>	
APPROVED: _____ Police Department _____ Public Works Department	

**City of Winters Request for Street Closure**

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

No RESIDENCE



**CITY COUNCIL STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** February 16, 2016  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Public Hearing and Consideration of Resolution 2016-04, a Resolution of the City Council of the City of Winters Authorizing a Grant in the Amount of \$1,243,497 from the 2007 Bond Proceeds to the Blue Mountain Terrace Senior Housing Project

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**RECOMMENDATION:**

Staff recommends that the City Council take the following actions: (1) receive the staff report, (2) conduct the public hearing, and (3) adopt Resolution No. 2016-04 approving a Grant in the Amount of \$1,243,497 from the City of Winters 2007 Bond Issuance to assist in the development of the Blue Mountain Terrace Senior Housing Project.

**BACKGROUND:**

Staff is working with the project developer (Domus Development) to complete the sale of a portion of the Successor Agency-owned property commonly referred to as the Grant Avenue Commercial property to facilitate the construction of a multi-family senior housing project and a senior center. The total estimated cost of the project is \$16,444,466.

At the April 1, 2014 City Council meeting, the Council selected Domus Development LLC from the three proposals submitted in response to a previously issued Request for Proposals/Qualifications (RFP/RFQ). Council also authorized the City Manager to Execute an Exclusive Negotiation Agreement (ENA) with Domus Development, LLC, a California Limited Liability Corporation for the development of the Blue Mountain Terrace Senior Affordable Housing Project. At that meeting, Staff recommended a commitment of funding to the project as a provision of the ENA, with the City commitment of financial assistance to the development consisting of a grant from the 2007 tax exempt bond proceeds, not to exceed \$1,200,000.



Domus Development and the City have been successful in bringing additional project funding commitments to project, with the project receiving funding commitments from the Infill Infrastructure Grant program (\$1,800,000), CDBG Grant funding for the Senior Center and Senior Services (\$2,000,000), CDBG Program Income (approximately \$500,000, also for the Senior Center), Project Based Housing Vouchers, a HOME Program Loan (\$2,400,000) and funding from the State's MHP Program (\$3,436,000). The last additional funding needed for the project is anticipated to be secured through an application to the State's 4% Tax Credit Program on March 2, 2016.

**DISCUSSION:**

In addition to the commitment of funding in conjunction with the authorization of the ENA in 2014, the authorizing Resolutions for applications for the IIG Grant, CDBG, and HOME funds included a local funding commitment of the \$1,200,000 grant from proceeds of the City's 2007 housing bond issuance. Staff recommends the City Council adopt Resolution 2016-04, which authorizes the City Manager to enter into a grant agreement to provide the remaining Housing Bond Proceeds from the 2007 Bond Issuance as assistance to the Blue Mountain Terrace project. In addition to providing needed financial support to the Blue Mountain Terrace project, disbursing the remaining Housing Bond proceeds would bring the City into compliance with the 2007 bond covenants.

**FISCAL IMPACT:**

The City would disburse \$1,243,497 for this project from the City's housing bond proceeds (2007 bond issuance).

**ATTACHMENTS:**

Resolution 2016-04

**RESOLUTION NO. 2016-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AUTHORIZING A GRANT OF \$1,243,497 IN SUPPORT OF THE BLUE  
MOUNTAIN TERRACE AFFORDABLE SENIOR HOUSING PROJECT**

**WHEREAS**, on March 4, 2014, the City Council of the City of Winters (the "City Council") approved the issuance of a Request for Proposal and Request for Qualifications for the development of Senior Affordable Housing ("RFP/RFQ") for that certain property located at Grant Avenue (a portion of APN #s 003 370 028, 029, and 030; the "Property"), which is owned by the Successor Agency to the Community Development Agency of the City of Winters; and

**WHEREAS**, on April 1, 2014, the City Council of the City of Winters selected Domus Development LLC from the three proposals submitted in response to the Request for Proposals/Qualifications; and

**WHEREAS**, on December 8, 2014, the State of California Department of Finance ("DOF") approved the sale of the Property from the Successor Agency to Domus Development LLC; and

**WHEREAS**, Domus is establishing Blue Mountain Terrace Associates LP as a separate limited partnership that will acquire the Property and develop sixty-three (63) multi-family units, sixty-two (62) of which will be designated as affordable housing, and associated on-site and off-site improvements to be known as the Blue Mountain Terrace Affordable Senior Housing Project (the "Project"); and

**WHEREAS**, Community Resident Services, Inc. is a non-profit entity dedicated in part to the development and support of affordable housing, and is a partner in the limited partnership; and

**WHEREAS**, the City desires to provide assistance to Community Resident Services, Inc. in the form of a grant from the 2007 Community Development Agency low and moderate income housing bond proceeds (the "Housing Bond Proceeds") that were transferred to the City pursuant to that certain Bond Expenditure Agreement entered into by and between the City and the Successor Agency on April 1, 2014, which assistance will be used to assist in the development of the Project, and which grant of funds is conditioned upon Community Resident Services, Inc ensuring that not less than thirty-one (31) of the units included in the Project will be maintained as affordable housing for not less than fifty-five years in accordance with the requirements of the Community Redevelopment Law;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Winters that:

Section 1. The City hereby finds and determines that the foregoing recitations are true and correct and are incorporated herein by this reference.

Section 2. The City hereby approves and authorizes a grant of funds of the Housing Bond Proceeds from the City of Winters 2007 Bond Issuance in the amount of one million two hundred forty three thousand four hundred ninety seven dollars and zero cents (\$1,243,497) to Community Resident Services, Inc. to provide assistance to the Blue Mountain Terrace Project, which grant shall be conditioned on the owner of the Project entering into an Agreement that not less than thirty-one (31) of the units included in the project shall be rented to Very Low and Low-income senior households for a term of not less than fifty-five (55) years.

Section 3. The City Council hereby authorizes and directs the City Manager, or his designee, in consultation with the City Attorney, to prepare and enter into such agreements on behalf of the City, and to execute such other documents and take such other actions as necessary to carry out and implement the obligations of the City under this Resolution.

The foregoing resolution was duly and regularly adopted by the City Council of the City of Winters, County of Yolo, State of California, on the 16th day of February, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Cecilia Aguiar-Curry, Mayor  
City of Winters

**ATTEST:**

\_\_\_\_\_  
Nanci G. Mills, City Clerk  
City of Winters  
State of California

1460568.1



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** February 16, 2016  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Ethan Walsh, City Attorney  
**SUBJECT:** Ordinance Amending Existing Smoking Control Ordinances to address E-Cigarettes

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**RECOMMENDATION:** Staff recommends the City Council waive second reading and adopt Ordinance No. 2016-02, which will amend existing smoking control provisions in the City's Municipal Code to address e-cigarettes and make minor clean up changes.

**BACKGROUND:** In 2015 the City Council requested that the City Attorney review the City's existing non-smoking provisions of the Municipal Code to see whether those provisions should be expanded to address use of e-cigarettes. The Municipal Code currently prohibits smoking in City owned buildings and vehicles, as well as parks and recreation areas.

E-cigarettes are electronic oral devices that provide a vapor of nicotine and/or other substances, the use or inhalation of which simulates smoking. Although e-cigarettes are too new for any long-terms studies that evaluate the health effects of e-cigarettes, current research indicates that chemicals contained in e-cigarettes may be harmful and that vaping releases contents of e-cigarettes into the air. Further, e-cigarettes are made to mimic conventional cigarettes, making enforcement of no-smoking rules difficult and confusing if e-cigarettes are allowed.

The City Council introduced the ordinance and waived first reading at the January 19, 2016 Council meeting. Staff is now recommending adoption of the ordinance.

**DISCUSSION:** After reviewing the applicable provisions of the Municipal Code, the City Attorney's office drafted the proposed Ordinance No. 2016-02, which would expand the City's existing restrictions on smoking in City owned buildings and vehicles, as well as parks and recreation areas, to prohibit use of e-cigarettes in those venues. In reviewing the applicable sections of the Municipal Code, I noted that the definitions of "Smoke" and "Smoking" were not the same as applied to City buildings and vehicles, and parks and recreational areas. In order to correct this inconsistency, the proposed Ordinance No. 2016-02 further amends the definition of "Smoke" and "Smoking" in Chapter 2.62 governing parks and recreation areas to be consistent with Chapter 2.60, and makes additional amendments to make clear that smoking of any type is prohibited in parks and recreation areas within the City, rather than only smoking of tobacco.

**ALTERNATIVES:** The Council could decline to adopt the ordinance, or recommend revisions to the ordinance.

**FISCAL IMPACT:** No fiscal impact.

Attachments: Ordinance No. 2016-02

**ORDINANCE NO. 2016-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, AMENDING SECTIONS 2.60.020, 2.62.010 AND 2.62.020 OF THE WINTERS MUNICIPAL CODE RELATING TO REGULATION OF SMOKING IN THE CITY OF WINTERS**

**WHEREAS**, the popularity of e-cigarettes has grown and continues to grow across the nation; and

**WHEREAS**, e-cigarettes are not currently regulated by the Food and Drug Administration, unless they are used for therapeutic purposes; and

**WHEREAS**, although e-cigarettes are too new for longitudinal studies on their health effects, current research indicates that chemicals contained in e-cigarettes may be harmful and that vaping releases contents of e-cigarettes into the air; and

**WHEREAS**, e-cigarettes are made to mimic conventional cigarettes, making enforcement of no-smoking rules difficult and confusing if e-cigarettes are allowed; and

**WHEREAS**, many cities, counties and organizations are putting into place laws or policies that treat e-cigarettes the same as conventional cigarettes when it comes to acceptable locations for usage in public and semi-public places; and

**WHEREAS**, the City of Winters currently regulates smoking in enclosed places, places of employment, parks and recreational areas; and

**WHEREAS**, the City of Winters desires to adopt various amendments to Title 2 of the City of Winters Municipal Code to include e-cigarettes in the City's smoking controls and treat them in a manner similar to conventional cigarettes:

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** Section 2.60.020 of the Winters Municipal Code is hereby amended to add or amend the following definitions:

The following definition is added:

"E-Cigarette" means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, hookah pen or under any other product name or descriptor.

The following definition is amended to read as follows:

“Smoke or smoking” means the act of burning any tobacco product, weed, filler or plant of any kind in a cigarette, cigar, pipe, hookah or water pipe, or in any other device. “Smoke or smoking” also includes the use of an e-cigarette which creates a vapor, in any manner or in any form, or the use of any oral smoking device.

All other definitions in Section 2.60.020 remain unchanged.

**Section 2.** Section 2.62.010 of the Winters Municipal Code is hereby amended to add or amend the following definitions:

The following definition is added:

“E-Cigarette” means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, hookah pen or under any other product name or descriptor.

The following definition is amended to read as follows:

“Smoke” or “smoking” means the act of burning any tobacco product, weed, filler or plant of any kind in a cigarette, cigar, pipe, hookah or water pipe, or in any other device. ~~carrying of a lighted pipe, lighted cigar, or lighted cigarette of any kind, or the lighting of a pipe, cigar, or cigarette of any kind, containing tobacco.~~ “Smoke” or “smoking” also includes the use of an e-cigarette which creates a vapor, in any manner or in any form, or the use of any oral smoking device.

All other definitions in Section 2.62.010 remain unchanged.

**Section 3.** Section 2.62.020 of the Winters Municipal Code is hereby amended to read as follows:

A. No person shall smoke ~~tobacco~~ or use an e-cigarette within the boundaries of a park or recreational area except in a parking lot.

All other subsections in Section 2.62.020 remain unchanged.

**Section 4.** CEQA. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the

activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Yolo in accordance with CEQA Guidelines.

**Section 5.** Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 318 First Street, Winters, CA 95694. The custodian of these records is the City Clerk.

**Section 6.** Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Winters hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**Section 7.** Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

**Section 8.** Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Winters.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Winters, California, at a regular meeting of the City Council held on the 16<sup>th</sup> day of February, 2016.

**City of Winters**

\_\_\_\_\_  
By: Cecilia Aguilar-Curry, Mayor

**ATTEST:**

\_\_\_\_\_  
Nanci Mills, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ethan Walsh, City Attorney

I, Nanci Mills, City Clerk of the City of Winters do hereby certify that the foregoing Ordinance No. 2016-02 is the actual Ordinance No. 2016-02 introduced at a regular meeting of said City Council on the 19<sup>th</sup> day of January, 2016 and was finally passed and adopted not less than five (5) days thereafter on the 16<sup>th</sup> day of February, 2016 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Nanci Mills, City Clerk



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Council Members  
DATE: January 19, 2016  
THROUGH: John W. Donlevy, Jr., City Manager  
FROM: Ethan Walsh, City Attorney  
SUBJECT: Ordinance Amending Chapter 17.04 of the Winters Municipal Code  
Related to Medical Marijuana Cultivation

---

STAFF RECOMMENDATION:

Staff recommends the City Council introduce and waive first reading of the enclosed Ordinance of the City Council of the City of Winters Amending Chapter 17.04 of the City of Winters Municipal Code Related to Medical Marijuana Cultivation.

BACKGROUND:

In 1996, the voters of California approved Proposition 215, which was codified as Health & Safety Code section 11362.5 *et seq.* and entitled the Compassionate Use Act of 1996 (the "CUA"). The CUA decriminalized the use of marijuana for medical purposes. In 2003 the California Legislature adopted Senate Bill No. 420, entitled the Medical Marijuana Program ("MMP"), codified as Health and Safety Code section 11362.7 *et seq.*, which further permitted qualified patients and primary caregivers to associate collectively or cooperative to cultivate marijuana for medical purposes without being subjected to criminal prosecution. The California Supreme Court has held that neither the CUA nor the MMP preempt local land use authority regarding medical marijuana, leaving cities with the authority to "allow, restrict, limit, or entirely exclude facilities that distribute medical marijuana." (*City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, 762.)

The City's Zoning Code currently regulates medical marijuana activities in the City through restrictions that are imposed on "medical marijuana dispensaries," which are

defined in part as “any place, location, building or establishment where medical cannabis is traded, exchanged, sold, distributed or cultivated which would otherwise require a business license, home occupation permit or any other use permit to conduct similar type activities.” (Winters Municipal Code §17.04.140 [emphasis added].) The Zoning Code further provides that medical marijuana dispensaries are prohibited within any zone in the City of Winters until such time that both federal and state law change to allow the operation of medical marijuana dispensaries, at which point dispensaries, as defined in the Zoning Code, would only be allowed in a zone designated for medical offices. This restriction on medical marijuana dispensaries prohibits the cultivation medical marijuana for commercial purposes, but does not restrict the cultivation of medical marijuana for qualified users and primary caregivers as permitted under the CUA and the MMP.

In the last legislative session the California Legislature enacted three separate bills that are collectively referred to as “The Medical Marijuana Regulation and Safety Act (“MMRSA”). The MMRSA establishes a framework for the state-wide regulation and licensing of a commercial medical marijuana industry, including cultivation, testing laboratories, manufacturers of medical marijuana products, sale and delivery. The MMRSA does affirm that cities and counties retain local land use, regulatory and enforcement activity, and contemplates that cities and counties may adopt local licensing requirements for medical marijuana sale, cultivation and similar activities, or restrict such activities altogether.

However, Health and Safety Code Section 11362.777, adopted as part of the MMRSA, places a limitation on cities’ ability to adopt local licensing programs for medical marijuana cultivation. Section 11362 provides that the State Department of Food and Agriculture will establish a state-wide licensing program for the cultivation of medical marijuana, and that no one can cultivate medical marijuana without first obtaining both a license, permit or other entitlement permitting cultivation from the city or county in which the cultivation will occur, and a state license from the Department of Food and Agriculture. However, Section 11362.777 also provides that if a city does not have land use regulations or ordinances regulating or prohibiting the cultivation of marijuana, or chooses not to administer a permit program, then commencing on March 1, 2016, the Department of Food and Agriculture will be the sole licensing authority for medical marijuana cultivation. This means that if a city does not have land use regulations in place regulating the cultivation of marijuana before March 1, 2016, then those cities will lose their ability to establish a licensing program for medical marijuana cultivation in their jurisdiction, and cannot adopt a licensing or regulatory program for medical marijuana cultivation in the future.

The State Legislature recently passed, and the Governor signed, Assembly Bill 21 (Bonta), which removed the March 1, 2016 deadline discussed above.

DISCUSSION:

The enclosed ordinance was considered by the Planning Commission after a noticed public hearing. The Planning Commission recommended the City Council adopt the ordinance with minor, non-substantive edits that have been incorporated into the enclosed ordinance.

As noted above, the City's Zoning Code already regulates medical marijuana dispensaries, and includes as part of the definition of medical marijuana dispensaries, locations where "cultivation" will occur for commercial uses that would require a business license or home occupation permit. As a result, the City already does have land use ordinances that regulate the cultivation of marijuana. However, the City's regulations on cultivation are not entirely consistent with the language and terminology adopted in the MMRSA. In order to be clear that the City is currently regulating medical marijuana cultivation, and therefore retains its ability to establish a local licensing or conditional permit program for medical marijuana cultivation as permitted under Section 11362.777, City staff is recommending that the enclosed ordinance be adopted by the City Council.

The proposed ordinance establishes a definition for "Commercial Marijuana Cultivation" that references the language and definitions used in the MMRSA, and clarifies that such cultivation is not currently permitted in the City. This will clarify the existing requirements of the City's Municipal Code, maintain the City's current approach to medical marijuana activities, and preserve the City's ability to establish a more specific or comprehensive licensing program in the future.

While the passage of AB 21 removed the March 1, 2016 deadline for adoption of regulations of medical marijuana cultivation, Staff still believes it is worthwhile to add clarifying language to be more consistent with the state law regarding regulation of medical marijuana cultivation.

The City may, in the future, want to adopt a more comprehensive licensing program for cultivation of medical marijuana, or it may want to amend its restriction on medical marijuana cultivation after the State's licensing program is adopted. The purpose of this ordinance is simply to clarify the City's existing restrictions to avoid confusion and to preserve the City's options to regulate medical marijuana cultivation moving forward.

ATTACHMENTS:

A. Ordinance

**ORDINANCE NO. 2016-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING  
CHAPTER 17.04 OF TITLE 17 OF THE CITY OF WINTERS MUNICIPAL CODE  
RELATED TO MEDICAL MARIJUANA CULTIVATION**

**WHEREAS**, in 1996, the voters of the State of California approved Proposition 215, which was codified as Health and Safety Code Section 11362.5 et seq. and entitled the Compassionate Use Act of 1996 (“CUA”), decriminalizing the use of marijuana for medical purposes; and

**WHEREAS**, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program (“MMP”), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subjected to criminal prosecution; and

**WHEREAS**, neither the CUA nor the MMP require or impose an affirmative duty or mandate upon local governments to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within their jurisdictions; and

**WHEREAS**, on October 9, 2015, Governor Jerry Brown signed the “Medical Marijuana Regulation and Safety Act” (“Act”) into law; and

**WHEREAS**, the Act became effective January 1, 2016, and contains provisions which allow for local governments to regulate and license marijuana cultivation uses and sites; and

**WHEREAS**, the Act states that, commencing March 1, 2016, the State shall become the sole licensing authority for commercial marijuana cultivation in those cities and counties that do not have land use regulations or ordinances that regulate or prohibit marijuana cultivation; and

**WHEREAS**, the City Council previously adopted Ordinance No. 2011-05 in order to regulate medical marijuana dispensaries which, for purposes of the City of Winters Municipal Code, is defined to include any place, location, building or establishment where medical cannabis is cultivated which would otherwise require a business license, home occupation permit or any other use permit to conduct similar type activities; and

**WHEREAS**, the City’s existing marijuana cultivation regulations prohibit medical marijuana dispensaries, which include cultivation activities for commercial purposes that would require a business license or home occupation permit from opening and operating within any zone in the City of Winters, until such time that the operation of such medical marijuana dispensaries, including commercial cultivation activities, are allowed under both federal and state law; and

**WHEREAS**, in the event that such marijuana dispensaries are allowed under federal and state law then such dispensaries shall then be allowed only in a zone district designated for

medical offices and only if consistent with the applicable provisions of the Winters Municipal Code and federal and state law; and

**WHEREAS**, while medical marijuana dispensaries as defined in the Winters Municipal Code are allowed under state law, federal law classifies cannabis as an illegal controlled substance under the Controlled Substances Act (21 U.S.C. §811 *et seq.*) and does not allow cannabis for medical or recreational use, and therefore federal law still does not allow for medical marijuana dispensaries, including commercial cultivation; and

**WHEREAS**, the Winters Municipal Code does not expressly address commercial cultivation of medical marijuana as an activity separate from medical marijuana dispensaries, as is the case under portions of the Act, nor do they contemplate a local or state licensing scheme as established by the Act; and

**WHEREAS**, some California cities have reported negative impacts of marijuana cultivation, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, fire hazards, and problems associated with mold, fungus, and pests, which may be exacerbated by wide-scale commercial cultivation; and

**WHEREAS**, the City Council therefore desires to amend the Municipal Code to clarify the intent of the existing zoning restrictions on the cultivation of marijuana by prohibiting commercial cultivation of marijuana while continuing to allow limited personal cultivation by those qualified patients, primary caregivers exempt under the Act and medical marijuana cooperatives as defined in the Winters Municipal Code; and

**WHEREAS**, the City Council further desires to retain and maintain its control and regulation of medical marijuana uses within its boundaries by expressly reserving its ability to enact a future local licensing scheme as granted by the Act.

**NOW, THEREFORE**, the City Council of the City of Winters does hereby ordain as follows:

**Section 1. Recitals.** The above recitals are hereby found to be true and accurate and are incorporated into this Ordinance by this reference.

**Section 2. Findings.** The City Council hereby makes the following findings:

A. Pursuant to Winters Municipal Code section 17.28.010, the City Council hereby finds that the text amendments to the zoning code contained in this Ordinance are required for the public necessity, convenience and general welfare. This Ordinance balances the interests of existing medical marijuana patients and caregivers with the health and safety concerns associated with commercial cultivation. As such, this Ordinance preserves and clarifies the City's existing zoning restrictions regarding medical marijuana cultivation. The City Council further finds, based upon Planning Commission recommendation, that this Ordinance conforms to the City's general plan.

**Section 3. Amendments to Section 17.04.40.** Section 17.04.140 of Chapter 17.04 or Title 17 of the City of Winters Municipal Code is hereby amended as follows:

A. The following paragraph is hereby inserted in Subsection B of Section 17.140 in between the paragraph entitled “Carport” and the paragraph entitled “Community Development Director”:

“Commercial Marijuana Cultivation” means cultivation of medical marijuana licensed by the State of California in accordance with the Medical Marijuana Regulation and Safety Act, California Business and Professions Code Section 19300 et seq., and contemplated by the definition of “commercial cannabis activity” set forth in California Business and Professions Code Section 19300.5(k), as amended. Commercial Marijuana Cultivation is prohibited in the City. Pursuant to Section 11362.777 of the California Health and Safety Code, effective January 1, 2016, this paragraph is intended to regulate the cultivation of medical marijuana by prohibiting Commercial Marijuana Cultivation within the City, and thereby expressly reserving any future local licensing authority granted to the city by that Section. This paragraph shall not restrict cultivation of medical marijuana by a “primary caregiver” or “qualified patient,” as those terms are defined by Health and Safety Code Section 11362.7, or by a “medical marijuana cooperative,” as defined herein subject to the restrictions set forth in this Section 17.04.140.

B. The following paragraph is hereby inserted in Subsection B of Section 17.04.140 in between the paragraph entitled “Counter audit” and the paragraph entitled “Deemed withdrawn”:

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming or processing of marijuana or any part thereof.

C. The following paragraph is hereby inserted in Subsection B of Section 17.04.140 in between the paragraph entitled “Massage” and the paragraph entitled “Medical marijuana cooperative”:

“Medical marijuana” means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code. Cannabis as used in this paragraph shall have the meaning as set forth in Subsection (f) of Section 19300.5 of the Business and Professions Code.

D. The paragraph entitled “Medical marijuana dispensary” set forth in Subsection B of Section 17.04.140 is hereby amended to read as follows:

“Medical marijuana dispensary” means any facility or location, whether fixed or mobile, where medical marijuana is made available to, distributed by, or distributed to one or more of the following: (1) a qualified patient, (2) a person with an identification card, or (3) a primary caregiver. All three of these terms are defined in strict accordance with

California Health and Safety Code Section 11362.5 et seq. A medical marijuana dispensary is further defined as any place, location, building or establishment where medical cannabis is traded, exchanged, sold, or distributed ~~or cultivated~~ which would otherwise require a business license, home occupation permit or any other use permit to conduct similar type activities. Unless otherwise regulated by this code or applicable law, a “medical marijuana dispensary” shall not include the following uses: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code, a health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code, a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as any such use complies strictly with both applicable federal or state law, including, but not limited to, Health and Safety Code Section 11362.5 et seq. Currently, medical marijuana dispensaries are prohibited from opening and operating within any zone in the City of Winters. At such time as both federal and state law change to allow the operation of medical marijuana dispensaries, such dispensaries shall be then allowed only in a zone district designated for medical offices and only if consistent with the applicable provisions of this code and federal and state law.

**Section 4.** CEQA. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly, as it is simply a clarification of existing restrictions as currently set forth in the City of Winters Municipal Code. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Yolo in accordance with CEQA Guidelines.

**Section 5.** Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 318 First Street, Winters, CA 95694. The custodian of these records is the City Clerk.

**Section 6.** Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Winters hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**Section 7.** Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

**Section 8.** Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Winters.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Winters, California, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Winters**

\_\_\_\_\_  
By: Cecilia Aguilar-Curry, Mayor

**ATTEST:**

\_\_\_\_\_  
Nanci Mills, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ethan Walsh, City Attorney



## STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** February 16, 2016  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**SUBJECT:** Kennedy Jenks Agreement Amendment -Chrom 6 Compliance Implementation Plan Proposal

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**RECOMMENDATION:** Staff recommends that City Council approve an amendment to agreement 006-15 to include the tasks submitted in the Kennedy Jenks(KJ) proposal dated January 8, 2016, to complete the compliance implementation plan in the amount not to exceed \$128,817. An implementation plan will enable the City to work towards the most cost effective And reliable solutions to become compliant with the recently adopted MCL for Chrom 6 (Cr6).

**BACKGROUND:** KJ has been working with the City since spring 2015 assisting the City in meeting the newly adopted Cr6 maximum contaminant levels. Currently 5 out of 6 of the City's wells are not in compliance with the new standard of 10ppb. In December KJ presented their initial findings to the Council discussing a variety of options and solutions that could be utilized in develop a strategy to meet our compliance issues. It was explained at that time that more information is needed to enable the City to determine their best plan of action. These next steps in developing an implementation plan will include a several tasks including:

- 1) Using current and updated water master plan information to develop and evaluate alternatives that include demand management
- 2) Capital Improvement Plan Updated- which will be helpful in securing funding sources
- 3) Evaluating the City's well water system, Aquifer Zone Sampling and pilot testing
- 4) New water source analysis- evaluate the feasibility of securing a new water source through Yolo County Flood Control & Water Conservation District
- 5) Most important identifying and securing funding sources such as CDBG, Prop 1 and SWRCB DDW grants

The initial tasks that KJ will perform total an estimated \$48,000. Staff and KJ are optimistic that with the completion of these initial steps, the City may be able to secure funding to offset some of the other expenses detailed in this proposal. KJ has already been successful in securing a small grant from Westside IRWMP for \$12,000 towards are efforts. Staff has also negotiated an agreement with Winters Highlands in which they will fund 50% of this proposal. Highlands is eager to move forward with phase one of their project, 73 homes. Part of their off-site improvements include construction of Well 8. They will be required to include Ch6 treatment as

part of Well 8. Given that the City has not decided on the best option for Ch6 treatment it would be more efficient if we allow Highlands to delay the well construction until we have full developed our City-Wide Ch6 plan. The completion of Task 1 of the KJ proposal will allow The City to give Highlands clear direction regarding our Well 8 needs and its Ch6 treatment.

The Council's direction regarding Cr6 compliance was to continue to take the necessary steps to keep moving forward towards meeting our goal of being fully compliant by January 2020, but to do so cautiously in order to maximize funding sources and any new technologies or developments that should come about on this issue. The proposal submitted by KJ fulfills these goals.

**FISCAL IMPACT:** CONTRACT NOT TO EXCEED \$128,817

\$12,000 Westside IRWMP Grant

\$58,408.50 Winters Highlands Share

**\$58,408.50 City Share**

Attachments: Kennedy Jenks Agreement Amendment w/ Proposal  
Grant Agreement  
Winters Highlands Agreement Letter



**CONSULTANT SERVICES AGREEMENT**

**AGREEMENT No. 006-15**

**AMENDMENT**

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, by and between the City of Winters ("the CITY") and Kennedy Jenk Consultants (CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated January 8, 2016. Consultant shall provide said services at the time, place, and in the manner specified by the Agreement and Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", but in no event shall total compensation exceed One Hundred Twenty Eight Thousand, Eight Hundred and Seventeen (\$ 128,817), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".
3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

By: \_\_\_\_\_  
John W. Donlevy, Jr., City Manager

CONSULTANT

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, CITY CLERK

# EXHIBIT A

## Kennedy/Jenks Consultants

### Engineers & Scientists

10850 Gold Center Drive, Suite 350  
Rancho Cordova, CA 95670  
916-858-2700  
FAX 916-858-2754

8 January 2016

Mr. John Donlevy  
City of Winters  
318 First Street  
Winters, CA 95901

Subject: Proposal for the City of Winters  
Cr6 Drinking Water Compliance Implementation Plan

Dear John:

Kennedy/Jenks Consultants (Kennedy/Jenks) is submitting this proposal for the City of Winters (City) 2016 Cr6 Drinking Water Compliance Implementation Plan. As you recall, Kennedy/Jenks successfully completed the City Cr6 Corrective Action Plan in 2015 to better position the City to comply with the new Cr6 Primary MCL established in 2014 by the SWRCB Division of Drinking Water (DDW). We are prepared to work with the City to identify the best long term solution to comply with drinking water regulations while keeping water service cost effective to the community.

### Project Understanding

At the 15 December 2015 City Council meeting, Kennedy/Jenks presented findings about the impact of Cr6 on the City's water system (80% system capacity) and presented actions that provide the basis for a solution to comply with the new Cr6 water quality regulations. Kennedy/Jenks has assisted many communities in California who have been impacted by the new Cr6 regulation, and has experience in developing solutions for communities based on the local conditions and characteristics. The City Council expressed an interest in developing an implementation plan for complying with the new Cr6 regulation while assessing existing and new water treatment technologies that might result in lower treatment costs in the future. Having a funding plan was also identified as a key Council priority.

The City submitted a Corrective Action Plan to the DDW with a proposed implementation schedule. Kennedy/Jenks will work with staff to discuss and finalize the City's compliance schedule in early 2016 so that the implementation plan is aligned with the compliance time frame.

The best solution for the City will be a mix of the following measures identified at the December City Council meeting:

- Demand Management Measures (less water to treat)
- Other Demand Management Measures (less water to treat)
- New Water Sources (alternative sources or treatment/blending of sources)

Mr. John Donlevy  
 City of Winters  
 8 January 2016  
 Page 2

The proposed scope of services will evaluate the types of measures and develop an optimal mix of projects that can be implemented during the compliance period to bring the City into compliance with the new Cr6 Primary MCL. The criteria for selecting the optimal mix of measures will include costs, implementation schedule, impact on City operations, impact on City revenue requirements, and compliance effectiveness.

Kennedy/Jenks will incorporate its Cr6 compliance implementation plan into the City's update of its Master Water Plan. Cr6 compliance will be a major driver in the City's updated CIP Plan to ensure a safe reliable water supply to current and future customers. Project funding could also influence the implementation schedule of certain CIP improvements.

**Scope of Services Summary**

A detailed scope of work is enclosed with this letter. The outline of the scope of work for the preparation of the City's Cr6 Implementation Plan, as developed in coordination with staff, is as follows:

Task 1: Cr6 Compliance Plan Alternative Selection

Kennedy/Jenks will review, evaluate and optimize the Cr6 compliance measures included in the City's Cr6 Corrective Action Plan. Background information already collected for the City's service area, water supply and demand, and water policies will be included as well as any new information from the City's Master Water Plan update. The objective of this task is to evaluate and compare the costs and benefits of different resource strategy mixes and identify the optimum resource mix through updated water portfolio scenarios. The key assumptions for each type of measure would be as follows:

- Demand Management – considering high, medium and low water use scenarios

Scenario	Use Target	Basis	Add'l Effort	Achieve By
High Use	211 gpcd	10-Year Avg.	No	2020
Medium Use	189 gpcd	In-between	Yes	2020
Low Use	167 gpcd	Regional Target	Yes	2020

- Other Demand Management – considering low, medium and high water re-use

Scenario	Use Target	Basis	Add'l Effort	Achieve By
Low Re-use	300 gpm	City Parks Only	Yes	2020
Medium Re-use	400 gpm	Parks/Schools	Yes	2020
High Re-use	500+ gpm	Parks/Schools New Landscaping	Yes	2020

Mr. John Donlevy  
 City of Winters  
 8 January 2016  
 Page 3

- New Water Sources – Treatment Level Required (low, medium and high)

Scenario	Target	Basis	Add'l Effort	Achieve By
Low Treatment	2 Wells	Blending/Storage	Yes	2020
Medium Treatment	3 Wells	Blending/Storage	Yes	2020
High Treatment	Wells 4-7	No blending/storage	Yes	2020

Different resource strategy mixes will be developed and evaluated to enable the City to select an alternative that is optimal for the City's conditions.

Task 2: Cr6 CIP Implementation Plan Update

Kennedy/Jenks will update the City's Water CIP Plan including the measures from the selected alternative from Task 1. These measures will be identified and developed into a CIP format for inclusion into the City's Master Water Plan update process. This will enable the City to establish a funding/financing program aligned with the recommended water system improvements that achieve regulatory compliance. The initial focus of funding efforts will be on grant funding sources, with financing sources to be based on capital needs.

Task 3: Water Source Evaluation

Kennedy/Jenks will review and evaluate updated information about the City's well supplies. Aquifer Zone Sampling and additional Cr6 Pilot Testing are recommended in the scope of service to help identify the capital improvements that would be necessary for the City to comply with the new Cr6 Primary MCL. Kennedy/Jenks will coordinate with City staff and other stakeholders to ensure data integrity and reasonable interpretation of data results.

Task 4: New Water Source – Fatal Flaw Analysis

Kennedy/Jenks will coordinate with the City to evaluate the feasibility of securing a new water source through the Yolo County Flood Control & Water Conservation District (District). A fatal flaw analysis would be conducted providing the City with a basis to either continue investigations or determine a new water source from the District to be infeasible. Knowing this information now would be beneficial to the City in optimizing their Cr6 water system solution.

Task 5: Project Funding

The City is very concerned about the potential cost impacts of Cr6 compliance on its ratepayers. Maximizing grant funding sources at this stage in the project development process is recommended. Kennedy/Jenks will focus on CDBG, Prop. 1, and SWRCB DDW SB 88 grant sources subject to availability of new favorable funding sources or new direction provided by the City.

Mr. John Donlevy  
 City of Winters  
 8 January 2016  
 Page 4

Task 6: Project Management

Kennedy/Jenks’s project manager has identified the proper resources and staff to dedicate to this project to assure a timely completion of this work. Our Project Manager will also implement and enforce internal Quality Assurance and Quality Control programs. Kennedy/Jenks anticipates a minimum of bi-weekly communication with the City’s Project Manager.

**Project Schedule**

The preliminary project schedule is as follows (subject to funding schedules):

- January 2016: City Council approves contract, work begins
- June 2016: Task 1, 3, 4 Completed as required to secure Planning Grant  
under Task 5
- August 2016: Task 2 Completed/Prop. 1 Funding Process
- October 2016: Tasks 1-4 Complete
- Spring 2017: CDBG Water Infrastructure Grant Execution
- June 2017: Contract termination date

**Project Team**

Our key team members that we propose include Tim Williams as the Project Manager with experienced staff rounding out the team. The Kennedy/Jenks team brings leadership and expertise in water planning, Cr6 groundwater and surface water treatment, water supply development, resource portfolios, regulatory compliance and project funding/financing. Alex Peterson, our Groundwater Leader, will assist with the project in particular on groundwater assessment and scoping recommended improvements; and provide QA/QC. Jacques DeBra will assist with the alternatives evaluation and selection, CIP development, and funding tasks.

**Project Budget**

We propose that this project be executed under a time and materials budget with a not-to-exceed cost of \$128,817. A proposed basis for the project budget/funding scenario is as follows. If grant funding is not as successful as planned the City will have to pursue other funding sources or contribute from the City Water Enterprise Fund.

Funding Source	FY15-16	FY16-17	Total
CDBG Planning Grant	\$50,000	\$50,000	\$100,000
Westside/WRA Grant	\$5,000	\$5,000	\$10,000
City Water Fund	\$20,000	-	\$20,000
Total	\$75,000	\$55,000	\$130,000

Mr. John Donlevy  
City of Winters  
8 January 2016  
Page 5

We have enclosed a Proposal Fee Estimate and Custom Schedule of Charges (January 8, 2016) that shows a breakdown of the level of effort and cost by task.

If you have any questions or want to discuss, this proposal we are willing to meet with you at your earliest convenience. If this proposal meets with your approval, please prepare an agreement for our signatures as we have done on prior similar projects.

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Tim Williams, P.E.  
Project Manager

Enclosures: Attachment 1 – Scope of Services  
Attachment 2 – Proposal Fee Estimate  
Attachment 3 – Custom Schedule of Charges, January 8, 2016

**Scope of Services**  
**City of Winters**  
**Cr6 Compliance Implementation Plan**

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**Introduction**

The City of Winters (City) water supply has been impacted by the new State Cr6 Primary MCL established in June 2014. The City has prepared a Corrective Action Plan, which has been submitted to the SWRCB Division of Drinking Water (DDW) in 2015. The plan identifies potential Cr6 mitigation measures that could be implemented to bring the City into regulatory compliance in accordance with the DDW compliance schedule. The City Council has provided direction to establish an implementation plan that meets the State regulatory objectives while giving the City maximum flexibility. This scope of work will evaluate and select a preferred alternative (bundle of measures), and update the City's Water CIP Plan to ensure future regulatory compliance with the Cr6 Primary MCL.

**Existing Conditions**

The City has been monitoring its five water wells quarterly for the presence of Cr6. Four of the five City wells (80% of the City water supplies) consistently exceed the new State Cr6 Primary MCL. Actions must be taken to improve the water system in accordance with the DDW regulatory compliance schedule in order to comply with the new Cr6 regulation. The objective is to select the optimal Cr6 solution for the City, weighing both quantitative and qualitative factors, while minimizing the impact to the community.

**Assumptions**

1. Kennedy/Jenks will recommend the Cr6 implementation plan that best meets the City's water system needs.
2. The selected alternative will meet the City's Cr6 compliance schedule with DDW.
3. The selected alternative will be coordinated with and integrated into the City's Master Water Plan update process.
4. The funding recommendations will support cost-effective planning and implementation of the selected alternative initially focusing on maximizing available grant sources.

**Scope of Services**

**Task 1 – Cr6 Compliance Plan Alternative Selection**

This effort will review the City's Cr6 Corrective Action Plan and select a preferred project comprised of various measures based on comparing the costs and benefits of alternatives considered. The following types of measures will be considered in the evaluation.

## Scope of Services – City of Winters Cr6 Implementation Plan

Page 2

Summary of measures to be evaluated as follows:

### Demand Management Measures – Lower Per Capita Water Use Targets

This will include evaluating different water use targets (low, medium and high), assessing required actions to accomplish different demand management targets, and identifying costs and impacts of achieving the targets over time. The relative impact on the potable water system capacity requirements will be considered (annual, seasonal, and daily water use patterns). The cost per acre-foot, reduction in system demands, regulatory compliance and other criteria will be analyzed. Any impacts on water system performance (capacity or pressure) will be considered as part of the Water System Master Plan update.

### Other Demand Management Measures – Non-Potable Water Use

This will include evaluating different levels of future non-potable water use (low, medium and high), assessing required actions to accomplish higher non-potable use deliveries in the water system, and identifying costs and impacts of achieving these targets over time. The cost per acre foot, reduction in system demands, regulatory compliance and other criteria will be analyzed. Any impacts on water system performance (capacity or pressure) will be considered as part of the Water System Master Plan update.

### New Water Sources – Alternative Sources or Improving Existing Sources

This will include evaluating alternative water sources and actions required to improve existing sources. This could include developing a new source with Cr6 levels below the MCL, blending compliant sources with sources exceeding the MCL, using storage to reduce the need for treatment, or directly treating water sources. The most effective new water source measures will be evaluated with different water treatment targets (low, medium and high), assessing required actions to accomplish different treatment targets, and identifying costs and impacts of achieving these targets over time. Any impacts on water system performance (capacity or pressure) will be considered as part of the Water System Master Plan update.

The impacts on water system performance will be coordinated between Kennedy/Jenks and the City with their Water Master Plan Update consultant. The City's consultant will conduct hydraulic analysis using the City's water system hydraulic model to determine the impacts to the water system to deliver adequate water supply at adequate water pressures. Kennedy/Jenks and the City's consultant will collaborate with the City to develop improvements or modifications to the alternatives to alleviate any water supply and pressure issues.

Alternatives will be developed including different mixes of potential Cr6 compliance measures so that comparisons can be made between various alternatives to identify the best solution for the City. The developed alternatives will be evaluated based on both quantitative (e.g., capital

## **Scope of Services – City of Winters Cr6 Implementation Plan**

Page 3

and O&M costs, and estimated impacts to water system revenues) and qualitative (e.g., meeting the schedule, funding opportunities, regulatory compliance) criteria to allow comparison and ranking of the alternatives. An updated recommended implementation schedule will be produced.

Kennedy/Jenks will prepare a draft Cr6 Compliance Alternative Technical Memorandum (TM) documenting the alternatives developed, alternatives evaluated, and selected alternative recommendation (including basis and specific measures). The City will review the draft TM and provide comments. The City will select their preferred alternative based on the comparison analysis and that which best meets the City's decision criteria. The City and Kennedy/Jenks will meet to review the comments and Kennedy/Jenks will finalize the TM.

Deliverables:

Draft and final TM – one hard copy and one electronic copy

### Task 2 – Cr6 CIP Implementation Plan Update

This element of the work assumes that a selected alternative is identified from Task 1. The measures included in the selected alternative will be developed as follows:

**Project Description:** include the nature of the project (demand, other demand or new source), the magnitude (gpm treated, gpcd water use target, etc.), time frame to complete the project (year), and any phasing elements.

**Project Costs:** total project costs using acceptable project cost estimating parameters, and annual allocation of total project costs in the CIP Plan (2016-2020).

**Project Schedule:** project milestones (CEQA, permitting, design, construction and CM)

Kennedy/Jenks will prepare a CIP table documenting the selected alternative measures by project title, project description, project costs and implementation schedule in a five year CIP format. The Cr6 selected alternative measures will be consolidated with the updated Water CIP Plan that is recommended in the City's Water Master Plan update by the City's consultant.

Deliverables:

Cr6 Compliance Measures CIP Table – one hard copy and one electronic copy

### Task 3 – Water Source Evaluation

The City relies 100% on local groundwater supplies. Therefore a better understanding of the prevalence of Cr6 in the groundwater aquifers would be highly beneficial to select the recommended water system improvements that would most cost-effectively bring the City into

## **Scope of Services – City of Winters Cr6 Implementation Plan**

Page 4

compliance with the new Cr6 regulation. The following evaluations are recommended in this scope of services.

### **Aquifer Zone Sampling**

Aquifer zone sampling will be conducted on existing City Wells #6 and #7. Kennedy/Jenks will develop procedures for the sampling plan that the City will use to contract with a contractor to complete the sampling plan. The City will review the draft sampling plan and provide comments. Kennedy/Jenks will finalize the sampling plan.

Kennedy/Jenks will review the results of the aquifer zone sampling analysis, and provide recommendations for well improvements to mitigate any Cr6 related concerns, if feasible. The zone sampling data will provide the basis for any well improvements that would be beneficial to reduce Cr6 levels in the water source without having a significant negative impact on well pumping capacity. The City will be responsible for hiring the contractor to provide and install the necessary zone sampling equipment. This data will be utilized to calibrate develop the Cr6 compliance alternative (Task 1) and the City's updated Water CIP Plan (Task 2).

### **Pilot Testing**

Pilot testing with the Ionex Cr6 wellhead treatment technology will be conducted at City Wells #5, #6, and #7. Kennedy/Jenks will review the pilot test approach and evaluate the results of the pilot testing to determine the feasibility and cost-effectiveness of treating existing City water sources with Ionex Cr6 wellhead treatment technology. Well #7 is the City's largest producing (and newest) well which has already been tested. Since the first Ionex pilot test at Well #7 did not produce usable results to determine the feasibility of wellhead treatment at this location, it is recommended a second pilot test be conducted. This data will be utilized to develop the Cr6 compliance alternative (Task 1) and calibrate the City's updated Water CIP Plan (Task 2).

Kennedy/Jenks will coordinate the Cr6 Zone Sampling and Pilot Testing tasks with City staff. The City will collect the zone samples, hire the appropriate contractors to conduct the testing, and complete the necessary laboratory analysis completed for these tasks. Ionex preliminary discussions indicated that if their treatment system were used at Wells #5 or #6 that they would be willing to conduct the pilot test at no cost. At Well #7 the City would most likely need to pay for the second pilot test. The cost of the pilot test is estimated at \$3,000 to \$4,000.

### **Deliverables:**

Draft and final aquifer zone sampling plan – one hard copy and one electronic copy

Recommendations Tech Memo on the feasibility of zone isolation to reduce Cr6 sources in wells - one hard copy and one electronic copy

## **Scope of Services – City of Winters Cr6 Implementation Plan**

Page 5

### Task 4 – New Water Source Fatal Flaw Analysis

This element of the work includes a fatal flaw assessment of potential water supplies that could be available through the Yolo County Flood Control & Water Conservation District (District) that do not contain high Cr6 levels exceeding the State Primary MCL. The evaluation will consider how a new source would address City water needs, the source availability, potential project configurations and operations, water rights review, project descriptions, and necessary institutional arrangements. Kennedy/Jenks will lead and participate in a project meeting with key stakeholders to discuss the project concept in more detail and key issues discussed. Kennedy/Jenks will provide the City with a meeting agenda and minutes, key attachments about the project concepts, and summary of key issues discussed. Pros and cons will be developed for review by the City and determination of feasibility rendered (fatal flaw analysis outcome). Based on the outcome of the project meeting and discussions, the City will decide if this new water source is feasible with further study and development recommended, or if this new water source is not feasible to assist with the City's Cr6 compliance challenge.

#### Deliverables:

Meeting agenda and notes, project materials, fatal flaw analysis (issues impacting infeasibility) – one hard copy and one electronic copy

### Task 5 – Project Funding

This phase provides assistance to the City with various funding sources that are available or expected to be available to assist the City with defraying the cost of Cr6 compliance. Kennedy/Jenks will support the City by attending up to four funding meetings and with the completion of funding applications in accordance with funding guidelines and schedules.

In addition, Kennedy/Jenks will meet with the Yolo County Housing Authority and the City to review the opportunities, benefits and challenges of consolidating the City's and El Rio Villa water systems. If determined to be feasible, this will be followed up with a meeting with Division of Drinking Water on potential grant funding through SB 88 to support consolidation of the two water systems.

The funding focus will be on CDBG grant funds (planning grant in 2016 and water infrastructure grant in 2017), Prop. 1 Grant funds under the Groundwater Sustainability Water Treatment program. While additional funding sources are available, the focus of this scope would be on the funding sources mentioned herein that maximize grant opportunities. This phase is a time and materials effort at the request and direction of the City. If additional funding sources are pursued, the scope of work would need to be amended depending on the requirements of the new funding source(s).

The planning funding would focus on grants to support all or a portion of Tasks 1 through 4 and future tasks, such as: 1) a preliminary design report of the selected alternative; 2) environmental

## **Scope of Services – City of Winters Cr6 Implementation Plan**

Page 6

documents; 3) easements and right-of-ways; 4) property acquisition; 4) revenue and rate studies.

The implementation grants funds would focus on the capital cost to design, bid and construct the Cr6 preferred alternative.

Deliverables:

Completed funding applications and supporting documents – one hard copy and one electronic copy

Funding meeting agendas and notes – one hard and one electronic copy

### Task 6 – Project Management

This Task provides for management of project activities in terms of scope and schedule, periodic correspondence, coordination with the City and other stakeholders, project administration and quality control, including:

- A kick-off meeting will be conducted with the City to review the scope of work, roles and responsibilities, schedule, and obtain any additional data that will be needed to complete these tasks.
- Two project progress meetings to review project status on tasks, any issues that need to be addressed, project schedule, and budget. In between periodic phone calls and emails to keep the City project manager informed of the project status will be conducted by Kennedy/Jenks project manager.
- Monthly invoicing to be submitted to the City.
- Complete QA/QC review of documents prepared by a Kennedy/Jenks senior engineer prior to submitting them to the City for review.

Deliverables:

Periodic project updates, project communications, meeting agendas and notes, and project invoicing – one hard and one electronic copy

# EXHIBIT B

**Kennedy/Jenks Consultants**

Client/Address: City of Winters  
318 First Street  
Winters, CA 95694

Contract/Proposal Date: Cr6 Drinking Water Compliance Implementation Plan, 8 January 2016

## Custom Schedule of Charges

Date: January 8, 2016

### PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician .....	\$120
Designer-Senior Technician.....	\$150
Engineer-Scientist-Specialist 1 .....	\$130
Engineer-Scientist-Specialist 2 .....	\$140
Engineer-Scientist-Specialist 3 .....	\$160
Engineer-Scientist-Specialist 4 .....	\$175
Engineer-Scientist-Specialist 5 .....	\$185
Engineer-Scientist-Specialist 6 .....	\$210
Engineer-Scientist-Specialist 7 .....	\$240
Engineer-Scientist-Specialist 8 .....	\$250
Engineer-Scientist-Specialist 9 .....	\$270
Project Administrator .....	\$105
Administrative Assistant .....	\$90
Aide.....	\$65

### Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 8, 2016 through December 31, 2016. After December 31, 2016, invoices will reflect the Schedule of Charges currently in effect.

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: City of Winters  
 PROJECT Description: Cr6 Compliance Implementation Plan  
 Proposal/Job Number: \_\_\_\_\_ Date: 1/8/2016

January 8, 2016 Custom Rates	Eng-Sci-9, T Williams, PM	Eng-Sci-8, A Peterson, QA/QC	Eng-Sci-7, S Itagaki, Wtr Res Engr	Eng-Sci-6, J DeBra, Water Res Specialist	Eng-Sci-6, K Wong, Sr Civil Engr	Eng-Sci-2, M Kovalchuk, Staff Engr	Eng-Sci-3	Eng-Sci-2, J Hanson, Staff Engr	Eng-Sci-1	Designer	CAD	Project Administrator	Admin. Assist.	Alde	Total Hours	KJ Labor Fees	KJ Comm. Charges 0%	KJ Sub-Markup Fees 10%	KJ Sub-Markup 10%	KJ ODCs Fees	KJ ODCs Markup 10%	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses Fees
Classification:	\$270	\$250	\$240	\$210	\$210	\$140	\$150	\$140	\$130	\$150	\$120	\$105	\$90	\$65	Hours	Fees	0%	Fees	10%	Fees	10%				
<b>Task 1 - Cr6 Compliance Plan Alternative Selection</b>																									
Develop Alternatives	8			12	12	24			24		8				88	\$14,880			\$0	\$284	\$26	\$14,880	\$0	\$290	\$15,170
Evaluate Alternatives	8			12	12	24			24		8				88	\$14,880			\$0	\$284	\$26	\$14,880	\$0	\$290	\$15,170
City Review Meeting & Select Preferred Alternative	8			8									4		20	\$4,200			\$0	\$80	\$6	\$4,200	\$0	\$68	\$4,268
Draft & Final TM: Alternative comparison and selection	8			8	8	12			12		8		12		68	\$10,920			\$0	\$204	\$20	\$10,920	\$0	\$224	\$11,144
<b>Task 1 - Subtotal</b>	32	0	0	40	32	60	0	60	0	0	24	0	16	0	264	\$44,880	\$0	\$0	\$0	\$792	\$79	\$44,880	\$0	\$871	\$45,751
<b>Task 2 Cr6 CIP Implementation Plan Update</b>																									
Preferred Alternative Project Descriptions Table	2			4	4	6			6				2		24	\$4,080			\$0	\$72	\$7	\$4,080	\$0	\$79	\$4,159
Integration With City Master Water Plan CIP Update	2			2					4		2		2		12	\$1,940			\$0	\$36	\$4	\$1,940	\$0	\$40	\$1,980
<b>Task 2 - Subtotal</b>	4	0	0	6	4	6	0	10	0	0	2	0	4	0	36	\$6,020	\$0	\$0	\$0	\$108	\$11	\$6,020	\$0	\$119	\$6,139
<b>Task 3 - Water System Evaluation</b>																									
Cr6 Well Aquifer Zone Sampling Plan, Data Review & Recommendation	2	16							24		4		4		50	\$8,740			\$0	\$150	\$15	\$8,740	\$0	\$165	\$8,905
Cr6 Pilot Testing - Wells 5, 6 & 7	4				16				24						44	\$7,800			\$0	\$132	\$13	\$7,800	\$0	\$145	\$7,945
<b>Task 3 - Subtotal</b>	6	16	0	0	16	0	0	48	0	0	4	0	4	0	94	\$16,540	\$0	\$0	\$0	\$282	\$28	\$16,540	\$0	\$310	\$16,850
<b>Task 4 - New Water Source Fatal Flaw Analysis</b>																									
YCFCWCD Alternative Investigation	8		5	8					16		4		4		45	\$8,120			\$0	\$135	\$14	\$8,120	\$0	\$149	\$8,269
<b>Task 4 - Subtotal</b>	8	0	5	8	0	0	0	16	0	0	4	0	4	0	45	\$8,120	\$0	\$0	\$0	\$135	\$14	\$8,120	\$0	\$149	\$8,269
<b>Task 5 - Project Funding</b>																									
Funding Meetings - 4 each	8			8									4		20	\$4,200			\$0	\$120	\$12	\$4,200	\$0	\$132	\$4,332
YCHA and DDW Meetings - 2 ea	6			6									2		14	\$3,060			\$0	\$84	\$8	\$3,060	\$0	\$92	\$3,152
CDBG Planning Grant (2016)	3			10		16					4		8		41	\$6,350			\$0	\$123	\$12	\$6,350	\$0	\$135	\$6,485
Prop. 1 GW Sustainability Water Treatment Grant	4			16		24					6		12		62	\$9,600			\$0	\$186	\$19	\$9,600	\$0	\$205	\$9,805
CDBG Water Infrastructure Grant (2017)	4			16		24					6		12		62	\$9,600			\$0	\$186	\$19	\$9,600	\$0	\$205	\$9,805
<b>Task 5 - Subtotal</b>	25	0	0	56	0	64	0	0	0	0	16	0	38	0	199	\$32,810	\$0	\$0	\$0	\$699	\$70	\$32,810	\$0	\$769	\$33,579
<b>Task 6 - Project Management</b>																									
KO Meeting, Progress Meetings - 2 ea & Periodic Ck-Ins	16			4					4				3		27	\$5,990			\$0	\$162	\$16	\$5,990	\$0	\$178	\$6,168
Project Administration	16											6			22	\$4,950			\$0	\$66	\$7	\$4,950	\$0	\$73	\$5,023
Quality Control	4	16		4	4								2		30	\$6,940			\$0	\$90	\$9	\$6,940	\$0	\$99	\$7,039
<b>Task 6 - Subtotal</b>	36	16	0	8	4	0	0	4	0	0	0	6	5	0	79	\$17,880	\$0	\$0	\$0	\$318	\$32	\$17,880	\$0	\$350	\$18,230
<b>All Tasks Total</b>	111	32	5	118	56	130	0	138	0	0	50	6	71	0	717	\$126,250	\$0	\$0	\$0	\$2,334	\$233	\$126,250	\$0	\$2,567	\$128,817

## EXHIBIT "C"

### GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

- (a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.
- (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.
- (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.
- (d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S CLERK upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the \_\_\_\_\_ prior to the effective date of such cancellation, or change in coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

Name of Project: **City of Winters Drinking Water Hexavalent Chromium (Cr6) Compliance Project**

## SOLANO COUNTY WATER AGENCY

### AGREEMENT FOR PROFESSIONAL SERVICES

(Professional Services/Professional Liability/no General Liability no Auto)

THIS AGREEMENT, **effective January 27, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **City of Winters**, hereinafter referred to as "Contractor."

The Agency requires services for **City of Winters Drinking Water Hexavalent Chromium (Cr6) Compliance Project**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

#### 1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **City of Winters Drinking Water Hexavalent Chromium (Cr6) Compliance Project**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

#### 2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$12,000** for all work contemplated by this Agreement. This agreement is for a portion of the attached scope of work (through the Westside IRWMP Small Grant Program), City of Winters will provide funds for the remaining amount in the attached scope of work (\$118,000).

#### 3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, however in no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2017** as directed by the Agency.

5. MODIFICATION AND TERMINATION

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

*(Note: this paragraph is optional)* Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. PERMITS *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against

any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

Other than in the performance of professional services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.

#### 8. INSURANCE

By his/her signature hereunder, the Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the professional services under this agreement. The Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

The Contractor will file with the Agency, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Agency. The retroactive date (if any) is to be no later than the effective date of this agreement. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) to the Agency at least ten (10) days prior to the expiration date.

#### 9. COMPLIANCE WITH LAW *(Note: This section is optional)*

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

10. RECORD RETENTION (*Note: This section is optional*)

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. OWNERSHIP OF DOCUMENTS (*Note: This section is optional*)

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. SUBCONTRACT AND ASSIGNMENT

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. (*Note: list any subcontractors here*)

13. NONRENEWAL (*Note: This section is optional*)

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. NOTICE

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

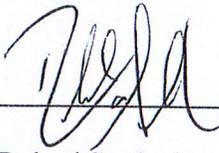
Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

John Donlevy, City Manager  
City of Winters  
318 First Street  
Winters, CA 95694

-----  
The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency  
a Public Agency

By:   
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
John Donlevy,  
City Manager

**EXHIBIT A**  
**SCOPE OF SERVICES**

# Kennedy/Jenks Consultants

## Engineers & Scientists

10850 Gold Center Drive, Suite 350  
Rancho Cordova, CA 95670  
916-858-2700  
FAX 916-858-2754

8 January 2016

Mr. John Donlevy  
City of Winters  
318 First Street  
Winters, CA 95901

Subject: Proposal for the City of Winters  
Cr6 Drinking Water Compliance Implementation Plan

Dear John:

Kennedy/Jenks Consultants (Kennedy/Jenks) is submitting this proposal for the City of Winters (City) 2016 Cr6 Drinking Water Compliance Implementation Plan. As you recall, Kennedy/Jenks successfully completed the City Cr6 Corrective Action Plan in 2015 to better position the City to comply with the new Cr6 Primary MCL established in 2014 by the SWRCB Division of Drinking Water (DDW). We are prepared to work with the City to identify the best long term solution to comply with drinking water regulations while keeping water service cost effective to the community.

### Project Understanding

At the 15 December 2015 City Council meeting, Kennedy/Jenks presented findings about the impact of Cr6 on the City's water system (80% system capacity) and presented actions that provide the basis for a solution to comply with the new Cr6 water quality regulations. Kennedy/Jenks has assisted many communities in California who have been impacted by the new Cr6 regulation, and has experience in developing solutions for communities based on the local conditions and characteristics. The City Council expressed an interest in developing an implementation plan for complying with the new Cr6 regulation while assessing existing and new water treatment technologies that might result in lower treatment costs in the future. Having a funding plan was also identified as a key Council priority.

The City submitted a Corrective Action Plan to the DDW with a proposed implementation schedule. Kennedy/Jenks will work with staff to discuss and finalize the City's compliance schedule in early 2016 so that the implementation plan is aligned with the compliance time frame.

The best solution for the City will be a mix of the following measures identified at the December City Council meeting:

- Demand Management Measures (less water to treat)
- Other Demand Management Measures (less water to treat)
- New Water Sources (alternative sources or treatment/blending of sources)

Mr. John Donlevy  
 City of Winters  
 8 January 2016  
 Page 2

The proposed scope of services will evaluate the types of measures and develop an optimal mix of projects that can be implemented during the compliance period to bring the City into compliance with the new Cr6 Primary MCL. The criteria for selecting the optimal mix of measures will include costs, implementation schedule, impact on City operations, impact on City revenue requirements, and compliance effectiveness.

Kennedy/Jenks will incorporate its Cr6 compliance implementation plan into the City's update of its Master Water Plan. Cr6 compliance will be a major driver in the City's updated CIP Plan to ensure a safe reliable water supply to current and future customers. Project funding could also influence the implementation schedule of certain CIP improvements.

### Scope of Services Summary

A detailed scope of work is enclosed with this letter. The outline of the scope of work for the preparation of the City's Cr6 Implementation Plan, as developed in coordination with staff, is as follows:

#### Task 1: Cr6 Compliance Plan Alternative Selection

Kennedy/Jenks will review, evaluate and optimize the Cr6 compliance measures included in the City's Cr6 Corrective Action Plan. Background information already collected for the City's service area, water supply and demand, and water policies will be included as well as any new information from the City's Master Water Plan update. The objective of this task is to evaluate and compare the costs and benefits of different resource strategy mixes and identify the optimum resource mix through updated water portfolio scenarios. The key assumptions for each type of measure would be as follows:

- Demand Management – considering high, medium and low water use scenarios

Scenario	Use Target	Basis	Add'l Effort	Achieve By
High Use	211 gpcd	10-Year Avg.	No	2020
Medium Use	189 gpcd	In-between	Yes	2020
Low Use	167 gpcd	Regional Target	Yes	2020

- Other Demand Management – considering low, medium and high water re-use

Scenario	Use Target	Basis	Add'l Effort	Achieve By
Low Re-use	300 gpm	City Parks Only	Yes	2020
Medium Re-use	400 gpm	Parks/Schools	Yes	2020
High Re-use	500+ gpm	Parks/Schools New Landscaping	Yes	2020

Mr. John Donlevy  
 City of Winters  
 8 January 2016  
 Page 3

- New Water Sources – Treatment Level Required (low, medium and high)

Scenario	Target	Basis	Add'l Effort	Achieve By
Low Treatment	2 Wells	Blending/Storage	Yes	2020
Medium Treatment	3 Wells	Blending/Storage	Yes	2020
High Treatment	Wells 4-7	No blending/storage	Yes	2020

Different resource strategy mixes will be developed and evaluated to enable the City to select an alternative that is optimal for the City's conditions.

Task 2: Cr6 CIP Implementation Plan Update

Kennedy/Jenks will update the City's Water CIP Plan including the measures from the selected alternative from Task 1. These measures will be identified and developed into a CIP format for inclusion into the City's Master Water Plan update process. This will enable the City to establish a funding/financing program aligned with the recommended water system improvements that achieve regulatory compliance. The initial focus of funding efforts will be on grant funding sources, with financing sources to be based on capital needs.

Task 3: Water Source Evaluation

Kennedy/Jenks will review and evaluate updated information about the City's well supplies. Aquifer Zone Sampling and additional Cr6 Pilot Testing are recommended in the scope of service to help identify the capital improvements that would be necessary for the City to comply with the new Cr6 Primary MCL. Kennedy/Jenks will coordinate with City staff and other stakeholders to ensure data integrity and reasonable interpretation of data results.

Task 4: New Water Source – Fatal Flaw Analysis

Kennedy/Jenks will coordinate with the City to evaluate the feasibility of securing a new water source through the Yolo County Flood Control & Water Conservation District (District). A fatal flaw analysis would be conducted providing the City with a basis to either continue investigations or determine a new water source from the District to be infeasible. Knowing this information now would be beneficial to the City in optimizing their Cr6 water system solution.

Task 5: Project Funding

The City is very concerned about the potential cost impacts of Cr6 compliance on its ratepayers. Maximizing grant funding sources at this stage in the project development process is recommended. Kennedy/Jenks will focus on CDBG, Prop. 1, and SWRCB DDW SB 88 grant sources subject to availability of new favorable funding sources or new direction provided by the City.

Mr. John Donlevy  
 City of Winters  
 8 January 2016  
 Page 4

**Task 6: Project Management**

Kennedy/Jenks's project manager has identified the proper resources and staff to dedicate to this project to assure a timely completion of this work. Our Project Manager will also implement and enforce internal Quality Assurance and Quality Control programs. Kennedy/Jenks anticipates a minimum of bi-weekly communication with the City's Project Manager.

**Project Schedule**

The preliminary project schedule is as follows (subject to funding schedules):

- January 2016: City Council approves contract, work begins
- June 2016: Task 1, 3, 4 Completed as required to secure Planning Grant under Task 5
- August 2016: Task 2 Completed/Prop. 1 Funding Process
- October 2016: Tasks 1-4 Complete
- Spring 2017: CDBG Water Infrastructure Grant Execution
- June 2017: Contract termination date

**Project Team**

Our key team members that we propose include Tim Williams as the Project Manager with experienced staff rounding out the team. The Kennedy/Jenks team brings leadership and expertise in water planning, Cr6 groundwater and surface water treatment, water supply development, resource portfolios, regulatory compliance and project funding/financing. Alex Peterson, our Groundwater Leader, will assist with the project in particular on groundwater assessment and scoping recommended improvements; and provide QA/QC. Jacques DeBra will assist with the alternatives evaluation and selection, CIP development, and funding tasks.

**Project Budget**

We propose that this project be executed under a time and materials budget with a not-to-exceed cost of \$128,817. A proposed basis for the project budget/funding scenario is as follows. If grant funding is not as successful as planned the City will have to pursue other funding sources or contribute from the City Water Enterprise Fund.

Funding Source	FY15-16	FY16-17	Total
CDBG Planning Grant	\$50,000	\$50,000	\$100,000
Westside/WRA Grant	\$5,000	\$5,000	\$10,000
City Water Fund	\$20,000	-	\$20,000
Total	\$75,000	\$55,000	\$130,000

Mr. John Donlevy  
City of Winters  
8 January 2016  
Page 5

We have enclosed a Proposal Fee Estimate and Custom Schedule of Charges (January 8, 2016) that shows a breakdown of the level of effort and cost by task.

If you have any questions or want to discuss, this proposal we are willing to meet with you at your earliest convenience. If this proposal meets with your approval, please prepare an agreement for our signatures as we have done on prior similar projects.

Very truly yours,

**KENNEDY/JENKS CONSULTANTS**



Tim Williams, P.E.  
Project Manager

Enclosures: Attachment 1 – Scope of Services  
Attachment 2 – Proposal Fee Estimate  
Attachment 3 – Custom Schedule of Charges, January 8, 2016

**Scope of Services**  
**City of Winters**  
**Cr6 Compliance Implementation Plan**

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**Introduction**

The City of Winters (City) water supply has been impacted by the new State Cr6 Primary MCL established in June 2014. The City has prepared a Corrective Action Plan, which has been submitted to the SWRCB Division of Drinking Water (DDW) in 2015. The plan identifies potential Cr6 mitigation measures that could be implemented to bring the City into regulatory compliance in accordance with the DDW compliance schedule. The City Council has provided direction to establish an implementation plan that meets the State regulatory objectives while giving the City maximum flexibility. This scope of work will evaluate and select a preferred alternative (bundle of measures), and update the City's Water CIP Plan to ensure future regulatory compliance with the Cr6 Primary MCL.

**Existing Conditions**

The City has been monitoring its five water wells quarterly for the presence of Cr6. Four of the five City wells (80% of the City water supplies) consistently exceed the new State Cr6 Primary MCL. Actions must be taken to improve the water system in accordance with the DDW regulatory compliance schedule in order to comply with the new Cr6 regulation. The objective is to select the optimal Cr6 solution for the City, weighing both quantitative and qualitative factors, while minimizing the impact to the community.

**Assumptions**

1. Kennedy/Jenks will recommend the Cr6 implementation plan that best meets the City's water system needs.
2. The selected alternative will meet the City's Cr6 compliance schedule with DDW.
3. The selected alternative will be coordinated with and integrated into the City's Master Water Plan update process.
4. The funding recommendations will support cost-effective planning and implementation of the selected alternative initially focusing on maximizing available grant sources.

**Scope of Services**

**Task 1 – Cr6 Compliance Plan Alternative Selection**

This effort will review the City's Cr6 Corrective Action Plan and select a preferred project comprised of various measures based on comparing the costs and benefits of alternatives considered. The following types of measures will be considered in the evaluation.

## Scope of Services – City of Winters Cr6 Implementation Plan

Page 2

Summary of measures to be evaluated as follows:

### Demand Management Measures – Lower Per Capita Water Use Targets

This will include evaluating different water use targets (low, medium and high), assessing required actions to accomplish different demand management targets, and identifying costs and impacts of achieving the targets over time. The relative impact on the potable water system capacity requirements will be considered (annual, seasonal, and daily water use patterns). The cost per acre-foot, reduction in system demands, regulatory compliance and other criteria will be analyzed. Any impacts on water system performance (capacity or pressure) will be considered as part of the Water System Master Plan update.

### Other Demand Management Measures – Non-Potable Water Use

This will include evaluating different levels of future non-potable water use (low, medium and high), assessing required actions to accomplish higher non-potable use deliveries in the water system, and identifying costs and impacts of achieving these targets over time. The cost per acre foot, reduction in system demands, regulatory compliance and other criteria will be analyzed. Any impacts on water system performance (capacity or pressure) will be considered as part of the Water System Master Plan update.

### New Water Sources – Alternative Sources or Improving Existing Sources

This will include evaluating alternative water sources and actions required to improve existing sources. This could include developing a new source with Cr6 levels below the MCL, blending compliant sources with sources exceeding the MCL, using storage to reduce the need for treatment, or directly treating water sources. The most effective new water source measures will be evaluated with different water treatment targets (low, medium and high), assessing required actions to accomplish different treatment targets, and identifying costs and impacts of achieving these targets over time. Any impacts on water system performance (capacity or pressure) will be considered as part of the Water System Master Plan update.

The impacts on water system performance will be coordinated between Kennedy/Jenks and the City with their Water Master Plan Update consultant. The City's consultant will conduct hydraulic analysis using the City's water system hydraulic model to determine the impacts to the water system to deliver adequate water supply at adequate water pressures. Kennedy/Jenks and the City's consultant will collaborate with the City to develop improvements or modifications to the alternatives to alleviate any water supply and pressure issues.

Alternatives will be developed including different mixes of potential Cr6 compliance measures so that comparisons can be made between various alternatives to identify the best solution for the City. The developed alternatives will be evaluated based on both quantitative (e.g., capital

## Scope of Services – City of Winters Cr6 Implementation Plan

Page 3

and O&M costs, and estimated impacts to water system revenues) and qualitative (e.g., meeting the schedule, funding opportunities, regulatory compliance) criteria to allow comparison and ranking of the alternatives. An updated recommended implementation schedule will be produced.

Kennedy/Jenks will prepare a draft Cr6 Compliance Alternative Technical Memorandum (TM) documenting the alternatives developed, alternatives evaluated, and selected alternative recommendation (including basis and specific measures). The City will review the draft TM and provide comments. The City will select their preferred alternative based on the comparison analysis and that which best meets the City's decision criteria. The City and Kennedy/Jenks will meet to review the comments and Kennedy/Jenks will finalize the TM.

### Deliverables:

Draft and final TM – one hard copy and one electronic copy

### Task 2 – Cr6 CIP Implementation Plan Update

This element of the work assumes that a selected alternative is identified from Task 1. The measures included in the selected alternative will be developed as follows:

**Project Description:** include the nature of the project (demand, other demand or new source), the magnitude (gpm treated, gpcd water use target, etc.), time frame to complete the project (year), and any phasing elements.

**Project Costs:** total project costs using acceptable project cost estimating parameters, and annual allocation of total project costs in the CIP Plan (2016-2020).

**Project Schedule:** project milestones (CEQA, permitting, design, construction and CM)

Kennedy/Jenks will prepare a CIP table documenting the selected alternative measures by project title, project description, project costs and implementation schedule in a five year CIP format. The Cr6 selected alternative measures will be consolidated with the updated Water CIP Plan that is recommended in the City's Water Master Plan update by the City's consultant.

### Deliverables:

Cr6 Compliance Measures CIP Table – one hard copy and one electronic copy

### Task 3 – Water Source Evaluation

The City relies 100% on local groundwater supplies. Therefore a better understanding of the prevalence of Cr6 in the groundwater aquifers would be highly beneficial to select the recommended water system improvements that would most cost-effectively bring the City into

## **Scope of Services – City of Winters Cr6 Implementation Plan**

Page 4

compliance with the new Cr6 regulation. The following evaluations are recommended in this scope of services.

### **Aquifer Zone Sampling**

Aquifer zone sampling will be conducted on existing City Wells #6 and #7. Kennedy/Jenks will develop procedures for the sampling plan that the City will use to contract with a contractor to complete the sampling plan. The City will review the draft sampling plan and provide comments. Kennedy/Jenks will finalize the sampling plan.

Kennedy/Jenks will review the results of the aquifer zone sampling analysis, and provide recommendations for well improvements to mitigate any Cr6 related concerns, if feasible. The zone sampling data will provide the basis for any well improvements that would be beneficial to reduce Cr6 levels in the water source without having a significant negative impact on well pumping capacity. The City will be responsible for hiring the contractor to provide and install the necessary zone sampling equipment. This data will be utilized to calibrate develop the Cr6 compliance alternative (Task 1) and the City's updated Water CIP Plan (Task 2).

### **Pilot Testing**

Pilot testing with the Ionex Cr6 wellhead treatment technology will be conducted at City Wells #5, #6, and #7. Kennedy/Jenks will review the pilot test approach and evaluate the results of the pilot testing to determine the feasibility and cost-effectiveness of treating existing City water sources with Ionex Cr6 wellhead treatment technology. Well #7 is the City's largest producing (and newest) well which has already been tested. Since the first Ionex pilot test at Well #7 did not produce usable results to determine the feasibility of wellhead treatment at this location, it is recommended a second pilot test be conducted. This data will be utilized to develop the Cr6 compliance alternative (Task 1) and calibrate the City's updated Water CIP Plan (Task 2).

Kennedy/Jenks will coordinate the Cr6 Zone Sampling and Pilot Testing tasks with City staff. The City will collect the zone samples, hire the appropriate contractors to conduct the testing, and complete the necessary laboratory analysis completed for these tasks. Ionex preliminary discussions indicated that if their treatment system were used at Wells #5 or #6 that they would be willing to conduct the pilot test at no cost. At Well #7 the City would most likely need to pay for the second pilot test. The cost of the pilot test is estimated at \$3,000 to \$4,000.

### **Deliverables:**

Draft and final aquifer zone sampling plan – one hard copy and one electronic copy

Recommendations Tech Memo on the feasibility of zone isolation to reduce Cr6 sources in wells - one hard copy and one electronic copy

## Scope of Services – City of Winters Cr6 Implementation Plan

Page 5

### Task 4 – New Water Source Fatal Flaw Analysis

This element of the work includes a fatal flaw assessment of potential water supplies that could be available through the Yolo County Flood Control & Water Conservation District (District) that do not contain high Cr6 levels exceeding the State Primary MCL. The evaluation will consider how a new source would address City water needs, the source availability, potential project configurations and operations, water rights review, project descriptions, and necessary institutional arrangements. Kennedy/Jenks will lead and participate in a project meeting with key stakeholders to discuss the project concept in more detail and key issues discussed. Kennedy/Jenks will provide the City with a meeting agenda and minutes, key attachments about the project concepts, and summary of key issues discussed. Pros and cons will be developed for review by the City and determination of feasibility rendered (fatal flaw analysis outcome). Based on the outcome of the project meeting and discussions, the City will decide if this new water source is feasible with further study and development recommended, or if this new water source is not feasible to assist with the City's Cr6 compliance challenge.

#### Deliverables:

Meeting agenda and notes, project materials, fatal flaw analysis (issues impacting infeasibility) – one hard copy and one electronic copy

### Task 5 – Project Funding

This phase provides assistance to the City with various funding sources that are available or expected to be available to assist the City with defraying the cost of Cr6 compliance. Kennedy/Jenks will support the City by attending up to four funding meetings and with the completion of funding applications in accordance with funding guidelines and schedules.

In addition, Kennedy/Jenks will meet with the Yolo County Housing Authority and the City to review the opportunities, benefits and challenges of consolidating the City's and El Rio Villa water systems. If determined to be feasible, this will be followed up with a meeting with Division of Drinking Water on potential grant funding through SB 88 to support consolidation of the two water systems.

The funding focus will be on CDBG grant funds (planning grant in 2016 and water infrastructure grant in 2017), Prop. 1 Grant funds under the Groundwater Sustainability Water Treatment program. While additional funding sources are available, the focus of this scope would be on the funding sources mentioned herein that maximize grant opportunities. This phase is a time and materials effort at the request and direction of the City. If additional funding sources are pursued, the scope of work would need to be amended depending on the requirements of the new funding source(s).

The planning funding would focus on grants to support all or a portion of Tasks 1 through 4 and future tasks, such as: 1) a preliminary design report of the selected alternative; 2) environmental

## **Scope of Services – City of Winters Cr6 Implementation Plan**

Page 6

documents; 3) easements and right-of-ways; 4) property acquisition; 4) revenue and rate studies.

The implementation grants funds would focus on the capital cost to design, bid and construct the Cr6 preferred alternative.

Deliverables:

Completed funding applications and supporting documents – one hard copy and one electronic copy

Funding meeting agendas and notes – one hard and one electronic copy

### Task 6 – Project Management

This Task provides for management of project activities in terms of scope and schedule, periodic correspondence, coordination with the City and other stakeholders, project administration and quality control, including:

- A kick-off meeting will be conducted with the City to review the scope of work, roles and responsibilities, schedule, and obtain any additional data that will be needed to complete these tasks.
- Two project progress meetings to review project status on tasks, any issues that need to be addressed, project schedule, and budget. In between periodic phone calls and emails to keep the City project manager informed of the project status will be conducted by Kennedy/Jenks project manager.
- Monthly invoicing to be submitted to the City.
- Complete QA/QC review of documents prepared by a Kennedy/Jenks senior engineer prior to submitting them to the City for review.

Deliverables:

Periodic project updates, project communications, meeting agendas and notes, and project invoicing – one hard and one electronic copy

Client/Address: City of Winters  
318 First Street  
Winters, CA 95694

**Kennedy/Jenks Consultants**

Contract/Proposal Date: Cr6 Drinking Water Compliance Implementation Plan, 8 January 2016

## Custom Schedule of Charges

Date: January 8, 2016

### PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician .....	\$120
Designer-Senior Technician.....	\$150
Engineer-Scientist-Specialist 1 .....	\$130
Engineer-Scientist-Specialist 2 .....	\$140
Engineer-Scientist-Specialist 3 .....	\$160
Engineer-Scientist-Specialist 4 .....	\$175
Engineer-Scientist-Specialist 5 .....	\$185
Engineer-Scientist-Specialist 6 .....	\$210
Engineer-Scientist-Specialist 7 .....	\$240
Engineer-Scientist-Specialist 8 .....	\$250
Engineer-Scientist-Specialist 9 .....	\$270
Project Administrator .....	\$105
Administrative Assistant .....	\$90
Aide.....	\$65

### Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 8, 2016 through December 31, 2016. After December 31, 2016, invoices will reflect the Schedule of Charges currently in effect.

February 3, 2016

John Donlevy, City Manager  
City of Winters  
318 First Street  
Winters, CA 95694

*Delivered via Email*

**RE: Agreement to Fund City of Winters Chromium 6 Study**

Dear John:

As you are aware, our Winters Highlands project is conditioned to design and construct Well #8 as per the discretion of the City Engineer. HBT of Winters Highlands LLC ("HBT") has begun the process of designing Well #8, but it has come to our attention that the City of Winters (the "City") is preparing to let a contract to Kennedy Jenks to study solutions to comply with the State of California's Chromium 6 regulations. The results of this Chromium 6 study may affect the ultimate design of Well #8.

HBT and the City met on February 2, 2016 to discuss the timing of the Chromium 6 study as it relates to the design and construction of Well #8. In addition, the City expressed concern with its ability to obtain the necessary funding to satisfy its contract with Kennedy Jenks.

In order to complete the City's Chromium 6 study in a timely fashion, without causing unforeseen delays to the Winters Highlands project relative to the design and construction of Well #8, HBT and the City agree to the following:

1. HBT will provide the City with fifty percent (50%) of the funding required to complete the Chromium 6 study to be conducted as set forth in the Kennedy Jenks contract, not to exceed Sixty-Five Thousand Dollars (\$65,000). This funding will be provided to the City within five (5) business days from the effective date of this agreement, or approval of the Kennedy Jenks contract by the Winter's City Council, whichever occurs later.
2. HBT will contract with Luhdorff & Scalmanini, HBT's well design consultant, to provide well test hole evaluation and water quality testing at the Well #8 site. This work will be completed, at HBT's sole expense, by June 30, 2016.
3. The City and HBT will meet and confer in July 2016, or when the Kennedy Jenks study is completed, to compare the results of the Chromium 6 study and Well #8 testing data. The final design of Well #8 will commence following this meeting(s), and construction of the Well will begin once the design is approved by the City and construction contracts are let by HBT. It is anticipated that Well #8 will be completed in July 2017, barring any unforeseen delays in its design or construction, but shall be completed prior to the issuance of the first building permit for Phase 3 of the Winters Highlands project.

4. In consideration of HBT's funding of fifty percent (50%) of the Chromium 6 study, as described above, as well as HBT's continued efforts to comply with the Winters Highlands Development Agreement and Conditions of Approval, the City agrees to:
  - a. Process any and all site improvement plans for Phases One and Two of the Winters Highlands project, pursuant to the approved Tentative Map, as well as provide any necessary will serve letters in accordance with the Development Agreement and the Conditions of Approval.
  - b. Approve and accept all public improvements completed in conjunction with Phases One and Two of the Winters Highlands project consistent with the City-approved site improvement plans.
  - c. Issue building permits without hindrance or delay for any and all lots within Phases One and Two of the Winters Highlands project, subject to and in accordance with the requirements of the approved and recorded Development Agreement and Conditions of Approval.
  - d. Use reasonable efforts to update the citywide water system to comply with State of California Chromium 6 standards in an expeditious manner, to the greatest extent feasible.
5. It is acknowledged by the City and HBT that no additional consideration or funding is required under this agreement, other than that described herein.
6. The execution of this agreement by HBT and the City, which may be signed in counterpart, shall represent a binding agreement. The sole remedy for default under this agreement, by either HBT or the City, is to declare the agreement null and void. In this case, the provisions of the Winters Highlands' Development Agreement and Conditions of Approval shall solely govern the design and construction of Well #8, and all other aspects of the project's development.
7. Nothing in this letter agreement shall be construed to modify or amend the Development Agreement or the Conditions of Approval for the Winters Highlands project.

The parties have caused this agreement to be executed by their duly authorized representative on the day and year set forth below their respective signatures, the latter of which shall serve as the effective date.



**SUCCESSOR AGENCY  
STAFF REPORT**

**TO:** Honorable Chairman and Successor Agency Members  
**DATE:** February 16, 2016  
**THROUGH:** John W. Donlevy, Jr., Successor Agency Executive Director  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Reconveyance of Property erroneously transferred to the Winters Community Development Agency

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**RECOMMENDATION:**

That the Successor Agency Board adopt Successor Agency Board Resolution No. SA 2016-02, authorizing and directing the Executive Director of the Successor Agency to execute such documents as are necessary to reconvey to the City of Winters certain property that was erroneously transferred to the Winters Community Development Agency without compensation in 2004.

**BACKGROUND:**

The City of Winters was the owner of certain property identified as Assessor's Parcel Number 003-224-001, located on the east side of Railroad Avenue between East Abbey and East Main Street (the "Property"). In 2003, the City was approached by a development group interested in developing the property. In anticipation of negotiating a development project, the City Redevelopment Manager at the time proposed that the City sell the property to the Winters Community Development Agency (the "CDA") at fair market value to facilitate the transaction with the proposed development group.

On August 5, 2003, the Winters City Council adopted Resolution 2003-39 approving the contingent sale of the Property to the CDA, and subsequently adopted Resolution 2004-30 at the Council's September 7, 2004 meeting authorizing the sale of said property to the CDA at the appraised price of \$120,000, and requiring the deposit of the funds received from the sale into the General Fund to be accounted for separately in a downtown parking development account.

The City never received compensation in exchange for the grant of the Property in accordance with the direction of the Council and CDA Board at the time, but a grant deed conveying the Property was erroneously executed and recorded in favor of the CDA. The

City and the Successor Agency have consistently assumed that the Property was still owned by the City, because the City was not compensated for the Property in accordance with the Council's direction, and none of the other City records indicated that the transfer took effect. City staff has reviewed City financial records from Fiscal Years 2003-04 and 2004-05, and confirmed that the City never received the required payment for the Property.

The proposed development of the Property never moved forward, and the City has been under the assumption that the Property continued to be owned by the City.

Recently, it came to staff's attention via a preliminary Title Report ordered in conjunction with a potential sale of the Property that due to the recordation of the grant deed for the Property, title is currently in the name of the CDA, rather than the City. The transfer of the Property was completed in error and should have never taken effect, because the City never received the consideration that the City Council required as a condition on the sale of the Property. Staff has included a General Ledger print out for Fiscal Years 2003-04 and 2004-05 to provide documentation of no payment occurring.

Due to the fact that the transfer of property was completed in error and inconsistent with the direction of both the City Council and the CDA Board at the time, staff requests that the Successor Agency direct the Executive Director of the Successor Agency to execute such documents as are necessary to correct the improper transfer of the Property to the CDA, and vest title to the Property to the City, subject to approval by the Oversight Board and the Department of Finance.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

Successor Agency Board Resolution No. SA 2016-02

City Council Resolution No. 2003-39

City Council Resolution No. 2004-30

General Ledger Report for Fiscal Years 2003-04 and 2004-05

**RESOLUTION NO. SA-2016-02**

**A RESOLUTION OF THE SUCCESSOR AGENCY FOR THE DISSOLVED WINTERS COMMUNITY DEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO EXECUTE SUCH DOCUMENTS AS NECESSARY TO RECONVEY PROPERTY ERRONEOUSLY TRANSFERRED BY THE CITY TO THE COMMUNITY DEVELOPMENT AGENCY**

**WHEREAS**, the City of Winters was the owner of that certain property identified as Assessor's Parcel Number 003-224-001, located on the east side of Railroad Avenue between East Abbey and East Main Street in the City of Winters (the "Property"); and

**WHEREAS**, on September 7, 2004, by City Council Resolution No. 2004-30 the Council authorized the sale of the Property to the Winters Community Development Agency (the "CDA"), contingent on the CDA paying a purchase price of \$120,000 to the City as the appraised fair market value of the Property; and

**WHEREAS**, the CDA never paid the required purchase price to the City, but title to the Property was erroneously transferred by the City to the CDA in 2004; and

**WHEREAS**, the City and the Successor Agency to the Winters Community Development Agency (the "Successor Agency") desire to correct this erroneous conveyance of Property and authorize the Executive Director of the Successor Agency to execute such documents as are necessary to reconvey the Property to the City and correct the erroneous transfer of property; and

**WHEREAS**, the Property was never validly held by the CDA, since the CDA never compensated the City for the Property in accordance with the requirements of the City Council, and therefore the Property is not a property of the former redevelopment agency, and does not need to be disposed of pursuant to the Long Range Property Management Plan.

**NOW, THEREFORE, THE BOARD OF THE SUCCESSOR AGENCY TO THE FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The Oversight Board of the Successor Agency to the dissolved Winters Community Development Agency determines that approval of the proposed Purchase and Sale Agreement does not qualify as a project for purposes of the California Environmental Quality Act. The City Clerk is authorized and directed to file, on behalf of the Successor Agency, a Notice of Exemption with the appropriate official of the

County of Yolo, California, within five (5) days following the date of adoption of this Resolution.

**Section 3. Direction to Reconvey the Property to the City of Winters.** The Board of the Successor Agency to the dissolved Winters Community Development Agency hereby authorizes the Executive Director of the Successor Agency to take all actions and do all things required by or necessary and proper to reconvey the Property to the City, including but not limited to execution of a grant deed for the Property, and to execute and deliver all certifications, agreements and other documents necessary or required to effectuate the reconveyance of the Property. Furthermore, the City Manager is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law related to the reconveyance of the Property including submission of this Resolution to the Department of Finance for approval.

**Section 5. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**Section 6. Effectiveness.** Pursuant to Health and Safety Code section 34179(h), all actions taken by the Successor Agency must also be approved by the Oversight Board and may be reviewed by DOF and, therefore, this Resolution shall become effective five (5) business days after the date of its adoption, except to the extent that a request for review of the actions taken in this Resolution is made by DOF, in which case the Resolution shall be effective when approved by DOF within the time frames for approval required by law.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Successor Agency to the dissolved Winters Community Development Agency on the 16th day of February, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Keith W. Fridae, Chair

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Secretary

CITY COUNCIL  
RESOLUTION NO. 2003-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE CONTINGENT SALE OF THE CITY OF WINTERS-OWNED PROPERTY ON RAILROAD AVENUE (APN 003-224-01) TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY AND AUTHORIZING THE SUBMITTAL OF A PLANNING APPLICATION FOR THE MAIN STREET SQUARE PROJECT

WHEREAS, the City of Winters has offered to sell City-owned property (Assessor's Parcel Number 003-224-01) on Railroad Avenue between East Abbey and East Main Streets to the Winters Community Development Agency (CDA); and

WHEREAS, the proponents of the Main Street Square Project have initiated discussions with the CDA on the purchase of the City-owned property for their project and agency ownership of the property will assist the CDA in the event that the agency agrees to sell the property; and

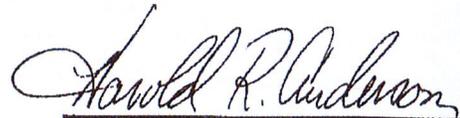
WHEREAS, the City's sale of the property to the CDA will be based on an independent appraisal; and

WHEREAS, City Council authorization is required for submittal of the Main Street Square Project planning application as the City owns one of the four parcels planned for the project.

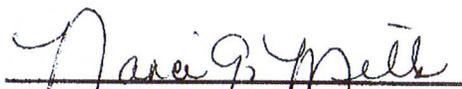
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters hereby approves the contingent sale of City of Winters-owned property (APN 003-224-01) located on the east side of Railroad Avenue between East Abbey and East Main Streets to the Winters Community Development Agency and authorizes the submittal of a planning application for the Main Street Square Project.

PASSED AND ADOPTED at a regular meeting the Winters City Council, County of Yolo, State of California, on the 5th day of August, 2003, by the following roll call vote:

- AYES: Councilmember Guelden, Martinez, Romney, Mayor Anderson
- NOES: None
- ABSTAIN: None
- ABSENT: Councilmember Chapman

  
Harold R. Anderson, MAYOR

ATTEST:

  
Nanci G. Mills, CITY CLERK

**CITY COUNCIL RESOLUTION NO. 2004-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING  
THE SALE OF PROPERTY OWNED BY THE CITY OF WINTERS  
(APN 003-224-01) ON RAILROAD AVENUE TO THE  
WINTERS COMMUNITY DEVELOPMENT AGENCY**

**WHEREAS**, the City of Winters ("City") adopted Resolution No. 2003-39, on August 5, 2003, approving the contingent sale of the City-owned property, identified as Assessor's Parcel Number 003-224-01, on Railroad Avenue between East Abbey and East Main Streets ("Property") to the Community Development Agency of the City of Winters ("CDA"); and

**WHEREAS**, the CDA adopted Resolution No. 2003-41, on August 5, 2003, approving the contingent purchase of the Property from the City; and

**WHEREAS**, the proponents of the Main Street Village Project desire to purchase the Property to include the Property in their project and CDA ownership of the Property would enable the CDA to enter into a Disposition and Development Agreement with the proponents should it desire to; and

**WHEREAS**, the CDA's purchase of the Property from the City is based on an appraisal performed by Lee Bartholomew of Bartholomew Associates, performed September 17, 2003, which values the Property at One Hundred and Twenty Thousand Dollars (\$120,000.00).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Winters hereby approves the sale of Property owned by the City of Winters (APN 003-224-01) for One-Hundred-Twenty-Thousand Dollars to the Winters Community Development Agency; and

**BE IT FURTHER RESOLVED** that the City Council appoints the City Manager of the City of Winters as agent to execute the sale of the Property to the CDA and deposit sale proceeds into the General Fund, to be accounted for separately in a downtown parking development account.

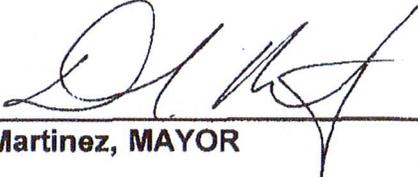
**PASSED AND ADOPTED** at a regular meeting the Winters City Council, County of Yolo, State of California, on the 7th day of September, 2004, by the following roll call vote:

**AYES: Anderson, Fridae, Stone, Mayor Martinez**

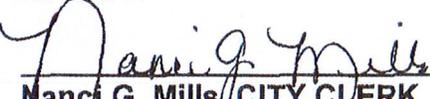
**NOES: None**

**ABSENT: Chapman**

**ABSTAIN: None**

  
\_\_\_\_\_  
Dan Martinez, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
Nanci G. Mills, CITY CLERK